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# The Solicitors' Journal

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# The Solicitors' Journal

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## Current Topics.

### Chief Justice Marshall.

DURING recent years one of the most pleasant features in the relations of Great Britain and the United States has been the frequency with which there has been an interchange of visits between the distinguished lawyers of each nation. Lord Reading has just returned from his mission of representing the English Bar at the laying of the foundation stone of the new Supreme Court at Washington, and Lord CRAIGMYLE, whom most of us remember better as the bearer of his former title, Lord SHAW, has completed at Baltimore, Washington, New York and Philadelphia his lectures on "JOHN MARSHALL in Diplomacy and in Law"—a noble theme which he handled in language aglow with admiration, and worthy of the great jurist whose genius he was celebrating. JOHN MARSHALL became Chief Justice of the Supreme Court of the United States in 1801, and held office till his death in 1835, and during those years it fell to him to secure for the court over which he presided the decision, in controversies between the states and the central government, of what is and what is not constitutional. As was said, "he found the Constitution paper and he made it power; he found it a skeleton and he clothed it with flesh and blood." So detached a writer as the late Lord BRYCE waxed almost dithyrambic in his admiration for Marshall and his interpretative work. Little wonder, then, that Americans, as he said, have been wont to regard him as a special gift of favouring Providence. Rarely does it fall to a judge to leave an impress so indelible on the records of his time. How did he achieve this? The opportunities that came to him were doubtless unique, but the success of his work, as Lord BRYCE also pointed out, was due to the fact that he never trod on purely political ground, and never indulged the temptation to theorise, but was content to follow out as a lawyer the consequences of legal principles, so that the Constitution seemed to rise under his hands to its full stature, standing revealed in the harmonious perfection of form which its great framers had designed.

### The City of London and Naturalised Aliens.

THE City of London has always jealously guarded the privileges from time to time conferred upon it by the Crown. *In the City of London's Case* (1610), 8 Co. Rep. 121b, *habeas corpus* proceedings were unsuccessfully launched on behalf of a foreigner who, not being a freeman, had ventured to sell by retail within the city, a custom forbidding such a practice being held good. In *Clark* v. *Denton* (1830), 1 B. & Ad. 92, the City Chamberlain recovered penalties for the breach of a bye-law based on the same custom. In *Mayor and Commonalty of London* v. *Bernardiston* (1661), 1 Lev. 14, a foreign wholesaler failed in an attack upon a custom which obliged him to have goods usually sold by weight weighed at "an ancient Beam called the King's Beam." It was laid down in the *City of London's Case* that freedom of the city could be acquired by (1) service, i.e., serving apprenticeship, (2) birth, (3) redemption, i.e., allowance by the Mayor and Aldermen, and by *no other means*. Now a problem which recently exercised the minds of the Court of Common Council was whether a naturalised alien could be admitted to the freedom. A committee was appointed and advised that such a person was under no such disability; we do not see what other conclusion could have been reached, for the grantee of a certificate has "to all intents and purposes the status of a natural-born British subject": British Nationality, etc., Act, 1914, s. 3 (1) (using, incidentally, practically the same language as "Coke on Littleton" on this point). The committee also reported, however, that the Court of Common Council had the power to refuse to admit any person; but according to the City Chamberlain an order of the court made in 1856 (when the material advantages attached to the status were abolished) provides that Parliamentary electors have an absolute right to the freedom. In the case before it, the court refused the application; and, having regard to the abolition mentioned, we presume that in these cases it is the gesture that counts.

### Letters of Denization.

WHAT, by the way, has become of the status of "denizenship"? The British Nationality and Status of Aliens Act, 1914, s. 25, expressly reserves the right of the Crown to grant letters of denization, but the practice seems to have lapsed, and the last reported case in which the rights of a denizen were in issue appears to be *Fourdrin* v. *Gowdey* (1834), 3 My. K. 383. In suitable cases the exercise of the prerogative might be an apt way of recognising the claims of foreigners who have resided here and "done the State some service" without severing or wishing to sever all connection with their own countries. The quotation is from fiction; but if an example from history, and from nearer home, were desired, we might mention the two CABOTS as aliens resident in Great Britain to whom such a gesture might fittingly have been made.

### Motor Car Insurance Deposits.

THE possibilities of the Road Traffic Act, 1930, as a fruitful source of litigation are illustrated by the case of *In re South East Lancashire Insurance Co. Ltd.*, recently heard and decided by EVE, J. (76 SOL. J. 815). The complexities of the Act are not apparent at first sight, but become visible as soon as one applies a microscope to particular sections, to ascertain what they mean. As everybody knows, all owners and users of motor vehicles are required by the Act to be insured, not for their own protection, but against third party

risks, so that if they run down and injure anybody their victim is assured of compensation. Part II of the Act consists of ten sections (35 to 44) dealing with insurance. From these it appears that there are two different methods of complying with the Act available to the owner. He can adopt the ordinary method of going to the agent of an insurance company, filling up a proposal form, and upon its acceptance paying a premium and getting a policy in return. But if he prefers, there is another method available; under ss. 35 (4) and 37; he need not take out a policy, but can create a "security" by going to the Accountant-General of the Supreme Court, and depositing the sum of £15,000. This may seem to be an expensive way of complying with the law, but it is intended to meet the case of companies owning large numbers of public service vehicles, who prefer and can afford to be their own insurers. Insurance companies who carry on motor insurance business are also, under an amendment of the Assurance Companies Act, 1909, contained in s. 42 of the Road Traffic Act, 1930, required to make a similar deposit of £15,000 in respect of that business, whatever other deposit they have already made. In the case referred to, the South East Lancashire Insurance Company was in voluntary liquidation, and accidents in the Manchester district having apparently been above the average, the deposit made by the company was not sufficient to satisfy all the claims of policy-holders for accidents which happened before the date of winding up, as well as general creditors. The question was, therefore, raised by the liquidator whether the deposit was assets available for unsecured creditors, or whether policy-holders had preferential rights. The difficulty was caused by s. 43 of the Road Traffic Act, which gives definite priority to the claims of third parties against persons who have deposited £15,000 to insure themselves under ss. 35 and 37 of the Act, but says nothing about priority in the case of the deposit made by insurance companies and underwriters, and it was suggested that their case was left out of the Act by inadvertence. But EVE, J., held in a considered judgment that that was not so; the Road Traffic Act, 1930, contained no provision on the point because it was dealt with by the Assurance Companies Act, 1909, as amended by the later Act. The effect was that the deposit of £15,000 was a security for the holders of all policies coming under motor vehicle insurance business.

### Third Party Insurance.

A POINT arising out of recent legislation relating to motor insurance policies was considered by the Court of Appeal in the case of *Freshwater* v. *Western Australian Insurance Co.*, reported in *The Times* for 23rd November. Section 1 of the Third Parties (Rights against Insurers) Act, 1930, provides that, in the event of one insured against liabilities to third parties becoming bankrupt or making a composition or arrangement with his creditors "if, either before or after that event, any such liability as aforesaid is incurred by the insured, his rights against the insurer under the contract in respect of the liability shall, notwithstanding anything in any Act or rule of law to the contrary, be transferred to and vest in the third party to whom the liability was so incurred." Part II of the Road Traffic Act, 1930, enacts that provision shall be made against third party risks arising out of the use of motor vehicles. Section 36 requires the policy to be issued by an authorised insurer and to insure the person specified in the policy in respect of any liability arising out of the death or bodily injury caused by the use of a vehicle on the road. Moreover, a policy is of no effect under this part of the Act unless the requisite "certificate of insurance" in the prescribed form is delivered to the holder. The plaintiff in the present application had recovered judgment against C and H for £300 in respect of injuries received in a motor accident. He then proceeded against the latter, who became bankrupt. The defendants were the insurers of H at the time of the accident, but they repudiated liability on account of alleged misrepresentation by H when the policy was taken out. The plaintiff now claimed that the defendants were liable to him by force of the Acts above cited. The Master of the Rolls held that contention to be ill-founded. The words of the Acts did not mean "that one looked at the names of the insurers and the insured, and that, having done that, one could disregard all the conditions of the policy." The third party was not in a position to say to the insurers: "I am an insured person, pay me the sum which you have insured." The policy itself must be looked at, and the third party was bound by the clauses of the contract and among them that providing for arbitration. An interlocutory appeal from a decision of SWIFT, J., in Chambers, was consequently allowed, and the action stayed. Lord HANWORTH remarked that, in sending the case for arbitration in accordance with the provisions in the policy, it was important to remember that if questions of law arose they could be submitted to the court under the Arbitration Act, 1889, or a case could be stated. It is intimated that this matter will be taken to the House of Lords.

### Appeals from Sentences by Magistrates.

OUR attention was called recently to a case which appears to reveal a singularly unfortunate defect in our criminal appeal code. We did not report the case because, in the circumstances, it might have been supposed to cast some reflection (wholly undeserved) upon the magistrates concerned. The point was this: A prisoner accused of an offence for which the magistrates were empowered to inflict as much as twelve months' hard labour, elected to be tried there and then, instead of going to quarter sessions. The magistrates, rejecting the plea of "Not guilty," sentenced the accused to the full term. Thereupon, the man, who had protested his innocence all through, declared he would appeal. But the only appeal open to such a convicted person is an appeal to quarter sessions. To secure this, legal assistance would be required, a deposit to cover costs (probably £50) would have to be forthcoming, and altogether the expense would be far beyond the capacity of the person convicted. Had the man elected to be tried at quarter sessions the magistrates would have had no option but to commit him; then, had he been convicted and sentenced, he could have appealed to the Court of Criminal Appeal. We cannot help thinking that, either there should be a right of appeal to the Court of Criminal Appeal direct, or else some limitation should be put upon the power of magistrates to try "Not guilty" pleas and subsequently deny the right of appeal by imposing a substantial deposit to cover their own costs!

### Exhibits.

ON several occasions in recent months Lord Justice SCRUTTON has called attention to a matter which he regards as one of importance, namely, the frequency with which documents put in evidence in the trial court have failed to be available when an appeal comes on in the Court of Appeal. There appeared, he said, to be very much greater laxity in the matter of identifying what has been put in evidence in cases in the King's Bench Division than in those tried in the Chancery Division. No doubt it is difficult for those conducting a case in the court of first instance to prophesy whether there will be an appeal, and therefore whether a particular document should be retained by the Associate or that he should at least ascertain where it may be obtained should an appeal be entered and heard, but there ought to be some more effective method of identifying the whereabouts of exhibits than obtains at present. In Scotland the procedure in the matter of productions is more methodical than with us. There it appears to be the rule that documents intended to be founded on at the hearing require to be lodged in court at a comparatively early stage of the litigation, and failure to comply with this rule may entail penalties on the defaulting party. In the case of an appeal being proceeded with copies of all the relevant documents put in at the trial have to be furnished for the appellate court.

# Opening of the Northern Ireland Parliament Buildings.

[Specially Contributed.]

The building at Stormont, near Belfast, which has been provided for the Parliament and Government of Northern Ireland, was formally opened by H.R.H. The Prince of Wales on 16th November.

The proceedings took place in the Central Hall, which is entered through a vestibule, and afforded a splendid setting for the function. On the grand staircase, immediately facing the entrance, was displayed a large silken Union Jack, the gift of friends at Toronto, and the dais erected at the foot of the staircase was draped in blue. Bright colouring was supplied by the uniforms of the Lieutenancy, officers of the forces, and Ministers of the Crown, the Judges' robes, the gold apparel of the State trumpeters, and the dresses of the ladies. Every area in Northern Ireland was represented. Guests were accommodated in the Senate and Commons' Chambers as well as in the Hall, and crowds thronged the grounds outside. An interesting figure was Lord Carson, at whose appearance the company in the Hall rose and applauded. The proceedings were relaid by loud speakers to various parts of the building and the grounds.

When the Prince arrived at the vestibule, a number of presentations were made by the Governor of Northern Ireland, including Mr. Arnold Thornely, F.R.I.B.A., the architect of the building, and the contractor, engineer and others engaged in the work of construction. The Prince then entered the Hall in procession, the Royal Salute being sounded by the State trumpeters and the National Anthem sung. His Royal Highness, who wore the uniform of a Vice-Admiral, walked with the Governor, followed by the Marquess of Londonderry, H.M. Lieutenant of the County of Down, Sir Dawson Bates, M.P., the Northern Ireland Minister in attendance, and Sir John Gilmour, Bart., M.P., Home Secretary.

The proceedings began with a speech from Mr. Ormsby-Gore, H.M. First Commissioner of Works, who said :—

> " It is my duty on behalf of His Majesty's Government in the United Kingdom, to take the final step in fulfilment of the statutory undertaking given in 1920, upon the establishment of the Parliament of Northern Ireland, to provide a building for the accommodation of that Parliament out of the Consolidated Fund of the United Kingdom . . . I desire, on behalf of His Majesty's Government in the United Kingdom, to ask the Government of Northern Ireland to take formal possession of the building."

The Prime Minister of Northern Ireland followed with a brief speech, gratefully accepting the gift and thanking successive British Governments " for their faithful fulfilment of the terms of the Act of 1920." Then followed a short dedication service, after which the Governor asked His Royal Highness to be graciously pleased to declare the building open. Thereupon there was a spontaneous outburst of applause, which supplied a prelude to the culminating stage in the proceedings—the speech of the Prince.

The speech recalled the opening of the Northern Ireland Parliament by His Majesty in 1921, referred to the promise of accommodation and its fulfilment, and included a graceful reference to the present administration : " The responsibility of those who are entrusted with government and the making of laws can never be a light one. Heavy indeed is the burden that lies upon those who have to build upon new foundations. It is a matter for rejoicing that so many of those who have carried through this difficult task with such conspicuous success are still with you to give counsel and guidance in the difficulties which lie ahead."

The opening of the building was followed on 22nd November by the opening of a new Parliamentary Session by the Governor, with full ceremonial, in the Senate Chamber.

A description of the accommodation at Stormont would be inadequate if it did not stress the advantages which the structure derives from its site. It possesses architectural qualities of the highest order—classical lines, sound proportion, walls of gleaming white Portland stone. But these qualities are enhanced by its location, high on the slopes of the Holywood hills, a green park of 300 acres spreading around, encircled by a belt of woodland. The edifice stands on a plateau cut in the hillside at a height of 186 feet above the level of the " processional avenue " at the entrance gates ; and from these gates the approach measures the best part of a mile. Round three fronts is a paved terrace, with stone balustrade surmounted at intervals by wrought-iron lamp columns. The terrace is approached from the avenue by a flight of granite steps 90 feet wide.

The most modern methods of heating, lighting and ventilation have been employed at Stormont. The building provides, on its upper floors, accommodation for the Ministries of Finance, Home Affairs, Labour, Education and Agriculture, and on these floors simplicity of detail rules. Ornament has been reserved for the Central Hall and the Parliamentary section of the building, which comprises the ground floor and central apartments on the first floor front. The Parliamentary accommodation includes a library, dining room and writing rooms for members, apartments for Ministers and the Representative of the Crown, offices for the Speakers, Clerks and Serjeant-at-Arms.

The arrangement of the Legislative Chambers, as Mr. Ormsby-Gore remarked in his speech, follows the model of the Parliament at Westminster. The number of members in each House of the Northern Ireland Parliament is relatively small—twenty-six Senators and fifty-two members of the Commons' House—and for these the accommodation in the Chambers is ample. As at Westminster, corridors run to the right and left of a central space, leading on either hand first to a members' lobby and thence to the Chamber. Each House is furnished with Speaker's chair, table, benches, galleries and division lobbies arranged, in the main, according to the pattern of the British House of Commons. In the Senate, the Speaker's chair serves the purpose of a Throne, when the Governor opens or prorogues Parliament. The colour scheme of the Senate is gold, ivory and rose ; it has walls of Botticino marble, columns of ebonised mahogany with gilt Ionic capitals, and walnut wood furniture upholstered in rose morocco. The Commons' Chamber is carried out with walnut wood panelling and columns, and blue morocco upholstery, with ceiling to match. In the Central Hall—which dominates the interior of the building—polished cream Travertine marble is used, and the ceiling is of fibrous plaster, treated in blue, red and gold. From this ceiling hang gilt chandeliers, the central one being a gift of His Majesty sent from Windsor Castle. The balustrade of the grand staircase is in bronze.

A worthy endowment has thus been provided for a Parliament and Government which—creating a new constitutional precedent—enjoys a limited autonomy within the United Kingdom. The building has been criticised as being on a grandiose scale, and as being inaccessible. On the latter count, the defence is two-fold ; first, Stormont can be reached by motor in twenty minutes' time from the centre of Belfast, and secondly, sites and foundations in the centre of the city presented an almost insuperable difficulty. The charge of undue magnificence can also be disposed of, by a comparison with a few similar buildings. As regards dimensions, Stormont measures 365 feet in length, 164 feet in depth, and 70 feet (rising to 92 feet in the central attic) in height. The G.P.O. London, has corresponding measurements of 389 feet by 130 feet by 64 feet ; the Dublin Custom House measured originally 375 feet in length and 205 feet in depth, its height being probably less than that of Stormont. The Stormont dimensions are insignificant compared with

those of buildings such as the London Custom House, Somerset House or the Palace of Westminster. These, moreover, each serve a separate purpose, while Stormont houses both the Legislature and also a great part of the activities of the Executive. Comparisons of cost are harder to arrive at. The bill for Stormont will exceed £1,000,000. But half that sum, approximately, may be put down as the cost of the Dublin Custom House (1781-1791). Allowing for changes of monetary value, the difference should not be very great. On æsthetic considerations the expense of Stormont is more than justified. As His Royal Highness remarked: "No one can fail to be struck by the nobility and beauty of the fabric and the fairness of the site dominating a great part of your beautiful countryside, near to the capital city of Belfast, of which you are justly proud, yet not so near as to be overshadowed by it."

## Hired Goods and the Law of Distress.

During the last twenty years hiring agreements of one kind or another have become common features of everyday life. We propose to discuss in the course of this article the extent to which the subject-matter of such agreements is privileged from distress. The topic falls, quite naturally, under two heads: (1) Distress for rent; (2) Distress for rates.

### (1) Distress for Rent.

The old common law rule that enabled a landlord to distrain on all goods found on the premises was considerably impinged upon by the provision in the Law of Distress Amendment Act, 1908, that no distress should be levied upon the goods of under-tenants, lodgers, and "*any other person whatsoever*, not being a tenant of the premises or of any part thereof, and not having any beneficial interest in any tenancy of the premises or of any part thereof." This protection against distress was, however, in turn diminished by s. 4 of the Act, which excluded several other classes of goods, i.e., rendered them available for distress. Chief of these for our present purposes are, "Goods comprised in any hire-purchase agreement made by the tenant."

The exact meaning of these words has been much disputed. On the one hand, it has been contended that they refer only to goods of the *tenant* regarding which he has entered into a hire-purchase agreement (per Lord Alverstone, *Rogers, Eungblut & Co.* v. *Martin* [1911] 1 K.B. 19); on the other hand, it is said that the statute must be interpreted as meaning any goods on the demised premises comprised in a hire-purchase agreement to which the tenant is in *any* way a party, whether as hirer or as letter (per Darling, J., *Shenstone* v. *Freeman* [1910] 2 K.B. 84), and the latter view appears now to obtain generally.

But the agreement must be "made by the tenant," i.e., he must in some way be a party thereto. Accordingly goods let to the wife of a tenant are not "comprised in a hire-purchase agreement" within the meaning of the 1908 Act, and are, therefore, protected from distress (*Shenstone* v. *Freeman*, *supra*, followed in *Rogers, Eungblut & Co.* v. *Martin*, *supra*).

It is not, however, necessary that the party entering into the hire-purchase agreement should be sole tenant of the demised premises in order that the hired goods may be open to be distrained. Thus, in *Gamage Ltd.* v. *Payne* (1925), 42 T.L.R. 138, premises were demised to two persons jointly, one of whom obtained from the plaintiffs a piano under a hire-purchase agreement. Lord Hewart held that the piano could be distrained for arrears of rent although one of the joint tenants had not been a party to the hire-purchase agreement.

What *are* "goods comprised in a hire-purchase agreement"? The courts have held that the test is: *To establish title to the goods, is the tenant or the third party obliged to have recourse in any way to a hire-purchase agreement?* If the answer is in the affirmative, the goods are outside the protection of the Act, but if the claimant is able to establish his title to the goods under the ordinary principles of law, then (even though they may at one time have been comprised in a hire-purchase agreement) they are protected. Three cases illustrate this distinction:—

(i) *Hackney Furnishing Co.* v. *Watts* [1912] 3 K.B. 225. In this case the plaintiffs let furniture to the tenant of a flat under a hire-purchase agreement, one clause of which provided that, "In case any of the said rent" (i.e., of the furniture) "shall be in arrear . . . or if the said articles shall be seized or taken under colour or in pursuance of any legal process, the owners shall thereupon, without formal demand, be entitled to resume possession of the said articles." The hirer fell into arrear with his instalments, and the plaintiffs then wrote to him giving notice determining the agreement and requiring an immediate appointment so that the goods might be removed. The defendant (as agent for the landlord of the flat) subsequently distrained on the goods for arrears of rent due from the hirer. The plaintiffs thereupon served a declaration on the defendant claiming the goods under s. 1 of the 1908 Act, but delivery-up was refused unless the arrears of rent were paid.

Bray, J., held that the hire-purchase agreement was in existence notwithstanding the letter from the plaintiffs to the hirer, and therefore the goods were still "comprised in a hire-purchase agreement," with the result that the distress was perfectly legal.

(ii) *Jay's Furnishing Co.* v. *Brand* [1915] 1 K.B. 458, C.A. In this case the hire-purchase agreement provided that, "If the hirer does not duly perform and observe this agreement, the same shall *ipso facto* be determined, and the hirer shall forthwith . . . return the said goods to the owners, and the owners shall be entitled to retake possession of the same as being goods wrongfully detained by the hirer, and for that purpose to enter on any premises where the goods may be." Here also written notice was served on the hirer purporting to terminate the agreement and again before possession had been retaken the landlord distrained on the goods for rent due from the hirer.

Buckley and Phillimore, L.JJ., held that, despite the provision for the *ipso facto* determination of the agreement on the incurrence of arrears of instalments, it was clear that the agreement still subsisted, and the goods were therefore "comprised in a hire-purchase agreement" and unprotected. In order to assert their rights to enter the premises and retake the goods it would have been necessary for the plaintiffs to produce the hire-purchase agreement, and it was therefore still in existence.

(iii) *Smart Bros.* v. *Holt* [1929] 2 K.B. 303. Here the tenant of a dwelling-house hired goods of the plaintiffs under a hire-purchase agreement whereby he agreed to pay punctually the instalments and also the rent of the premises in which the goods might be. In case of any breach the owners might, by written notice, immediately terminate the agreement, and neither party should thereafter have any rights under it. The instalments fell into arrear, whereupon the plaintiffs served on the hirer a notice terminating the agreement and claiming the return of the goods. Subsequently a distress for rent was levied by the landlord, who seized (*inter alia*) the hired goods.

In an action for illegal distress brought by the plaintiffs against the landlord, Talbot and Wright, JJ., held that as soon as the notice terminating the agreement was given, the right of the hirer to possession of the goods was at an end, and neither party had any rights under it. The present case was distinguishable from *Jay's Case* because there "the agreement was still subsisting and bound the chattels in the sense that it gave the plaintiffs . . . the right to enter the premises to seize the chattels and to deal with them." Both

in *Jay's Case* and in *Hackney Furnishing Co.* v. *Watts*, *supra*, the owners could not recover their goods without showing their title to do so *under the agreement*. In the present case, however, the plaintiffs' right to recover the goods was merely that which the common law gave them, and they had no need to resort to the agreement at all. In these circumstances, therefore, the judgment of the county court judge, awarding the plaintiffs £85 for illegal distress, was affirmed.

It follows that much depends upon the precise drafting of the hire-purchase agreement. But, be it noted, the mere fact that goods are comprised in a hire-purchase agreement made by the tenant does *not* make them liable to distress if (apart from the hire-purchase agreement) they would be privileged. That is to say, the 1908 Act does not render liable to distress goods which are otherwise privileged, and tools of trade and similar articles normally privileged are not rendered distrainable merely because they happen to be comprised in a hire-purchase agreement. So in *Becker* v. *Riebold & Others* (1913), 30 T.L.R. 142, Horridge, J., held that certain machines held by a tenant of premises under a hire-purchase agreement were fixtures, and "being fixtures they were not proper objects of distress."

Turning from this modern institution to the older and simpler hiring agreement it seems clear that goods let *to* the tenant are privileged from distress. They are "*goods of any other person whatsoever*, not being a tenant," and as such they come within the beneficial operation of the 1908 Act. But goods let on hire *by* the tenant would (it is submitted) still be distrainable if on the demised premises.

(2) Distress for Rates.

The fundamental rule regarding rates is that only the goods of the defaulting ratepayer can be seized and sold. The exact application of this rule to the case of goods comprised in a hire-purchase agreement must of necessity depend largely upon when (according to the words used in the contract) the property in the goods passes to the hirer. Under the majority of present-day agreements this result is not achieved until at least all instalments have been paid. Until then the goods remain (it is said) privileged from distress for rates.

Judicial authority on the point is, however, singularly lacking and seems to be confined to one solitary decision. In *The Prudential Mortgage Co.* v. *Mayor of St. Marylebone* [1910] 8 L.G.R., 45 L.J. 469, the lessee of certain premises, being in arrears with his rent, agreed for the sale to his lessor of the furniture on the premises for £1,500, to be applied in reducing the arrears of rent; and the lessor agreed to grant the lessee a lease of the same furniture for six months with an option to buy it back at any time during that period for a like sum. The transaction was effected as follows: A representative of the lessor gave cheques for £1,500 to the lessee, who thereupon handed him a chair by way of delivery of the whole of the furniture. The lessee then signed a document consisting of a receipt for the £1,500 as consideration for the furniture comprised in the inventory attached. The lessee's part of the hire-purchase agreement was next handed over duly executed, but the lessor did not execute the agreement till a day or two later. Finally the lessee endorsed the cheques over to the lessor in reduction of the arrears of rent. No document was registered as a bill of sale.

Some months later the defendants distrained on the furniture for rates owing by the lessee in respect of the premises. Thereupon the lessor brought an action claiming a declaration that the furniture was his property and did not belong to the lessee. It was held that the furniture was, indeed, the lessor's and therefore privileged from the distress.

This case is quoted by Dr. Earengey ("Hire-Purchase," p. 171) as authority for the statement that, " . . . hired goods are protected from a distress for rates under public Acts." This proposition appears defective in two respects: (1) The decision relates not to a simple hiring but to a *hire-purchase* agreement. True, the head-note loosely refers to a "hiring agreement," and this is apparently the origin of Dr. Earengey's misnomer (though the learned author himself points out in a foot-note that the hirer had an "option to buy"), but it is made abundantly clear on pp. 902 and 904 of the report itself that the transaction was one of hire-purchase and not of simple hiring. (2) Whether or not the goods are privileged surely depends upon the rôle played in the hire-purchase transaction by the defaulting ratepayer. If the property has not yet passed and he is the *hirer*, then (on the authority of the above case) the goods cannot be seized by the rating authority. If, on the other hand, the ratepayer is the *letter*, it is conjectured that, since the goods are still his property, they are liable to be distrained for rates.

The same would appear true of a simple hiring agreement. If the ratepayer is the owner of the goods they may be distrained, but if he is only the hirer they are privileged. Authority for the latter proposition is found in *Carter* v. *Vestry of St. Mary Abbotts* (1900) 64 J.P. 548. There the plaintiff, a furniture manufacturer, had "let on hire" to Mrs. K certain furniture. Poor rates being due and unpaid by Mr. K, the vestry caused a warrant to be issued directing the levy of the sum due from Mr. K by distress and sale of his goods. The distress was levied by a firm of brokers who seized and sold the furniture in question. It was held that the seizure was wrongful.

It will be noted that this decision is defective for our present purpose in that (as in *Shenstone* v. *Freeman*, *ante*) the goods were comprised in an agreement made with the *wife* of the ratepayer. But there can be little doubt that even had the contract been made direct with the ratepayer the furniture would have been privileged from distress by the rating authority since no proprietary right was invested in the hirer-defaulter.

# Company Law and Practice.

CLVII.

THE PROSPECTUS.—V.

We have now dealt substantially with the various matters which the Act requires to be stated in the prospectus; let us see what the effect of compliance, or rather of non-compliance, with the Act in this connection may be. First of all we can note an exemption from the general rules as to liability, contained in s. 35 (4), to the effect if the various matters and reports specified in the Fourth Schedule are not set out, no director or other person responsible for the prospectus is to incur any liability by reason of such matters and reports not being set out if: (*a*) as regards any matter not disclosed, he proves that he was not cognisant of it, or (*b*) he proves that the omission arose from an honest mistake of fact on his part, or (*c*) the omission was of matters which, in the opinion of the court dealing with the case, were immaterial, or which ought having regard to all the circumstances of the case, reasonably to be excused. So that now directors and other persons have the same protection as is accorded to trustees, whose breaches of trust the court has power to excuse in cases where the court thinks they ought to be excused, having regard to the surround ing circumstances. Such a power is obviously convenient, and allows a flexibility in the administration of the law which might otherwise be lacking, with unfortunate results.

There is a further exemption from liability for a proper understanding of which it is necessary to hark back to the Fourth Schedule, Pt. I, para. 15. This paragraph requires the disclosure in the prospectus of "full particulars of the nature and extent of the interest, if any, of every director in the promotion of, or in the property proposed to be acquired by, the company, or where the interest of such a director consists in being a partner in a firm, the nature and extent of the interest of the firm, with a statement of all sums paid

or agreed to be paid to him or to the firm in cash or shares or otherwise by any person, either to induce him to become, or to qualify him as a director, or otherwise for services rendered by him or by the firm in connection with the promotion or formation of the company." Now, human nature being what it is, there are likely to be cases where even all the directors of the company do not know full particulars of these matters; there certainly have been such cases in the past, and he would be a bold man who said that there would not be again. In such a case it would seem hard that a director who had made all such enquiries as he could, and yet had discovered nothing of this nature, should be liable if it subsequently turns out that he has been deceived, and the legislature has met this hard case by providing (s. 35 (4)), that in the event of failure to include in a prospectus the particulars required by para. 15 set out above, no person is to incur any liability for the failure unless it is proved that he had knowledge of the matters not disclosed.

Thus, in the earlier exemptions, the onus is on the person who would otherwise be liable to show that he was ignorant of the matter not disclosed or that he made an honest mistake of fact, but in this last exemption the onus is on the person seeking to fix responsibility on the director or other person responsible for the prospectus to show that such latter had knowledge of the facts. Knowledge, be it remembered, and not notice, and knowledge in this connection must mean actual knowledge, so that no question of constructive knowledge can arise. This is perhaps not entirely satisfactory, as it does leave the way open to a certain amount of sharp practice, in that there might be a deliberate abstention from the seeking of information.

Now that we have cleared these various exceptions out of the way we can turn to s. 37 and see who is liable in respect of prospectuses. This section is somewhat long and involved, and it must be taken by stages. First of all, in s. 37 (1) there is a list of persons who are, in certain events, liable to pay compensation. That liability I will deal with later, but it is first of all necessary to see who the persons are who may be so liable.

They are—

(*a*) all directors at the time of issue;

(*b*) all persons who have authorized themselves to be and are in fact named in the prospectus as directors, or as having agreed to become directors, either immediately or after an interval.

(*c*) all promoters of the company;

(*d*) all persons who have authorized the issue of the prospectus.

We must pause there a moment. (*a*) and (*b*) present no particular difficulty, but for an elucidation of (*c*) we must turn to sub-s. (4). Here we find that a promoter means for the purposes of the section a promoter who was a party to the preparation of the prospectus, or of the portion thereof containing the untrue statement, but does not include any person by reason of his acting in a professional capacity for persons engaged in procuring the formation of the company. This helps us some way, in that it operates as a restriction upon the meaning of the word "promoter" in its widest sense, but it does not deign to tell us what the word does mean in its widest sense. No doubt the drafting of such a definition would impose a serious strain upon the imagination, and even when drafted it might not prove satisfactory, probably owing to its inelasticity. Let us turn to the Law Reports, and see if we can there find anything to help us in our search for enlightenment.

Lord Blackburn, in the extensively litigated case of *Erlanger* v. *The New Sombrero Phosphate Co.*, 3 A.C. 1218, describes the word "promoter" as a short and convenient way of designating those who set in motion the machinery by which the Act enables them to create an incorporated company. But setting in motion the machinery is not the only function which a promoter may fulfil: hear what Bowen, J., as he then was, says in *Whaley Bridge Calico Printing Co.* v. *Green*, 5 Q.B.D. 109, at p. 111: "The term promoter is a term not of law, but of business, usefully summing up in a single word a number of business operations familiar to the commercial world by which a company is generally brought into existence." It should be noted that, at the time both these definitions were given, the word was not to be found in the Act then in force. The question has been further discussed in *Re Leeds & Hanley Theatres of Varieties, Ltd.* [1902] 2 Ch. 809, which is an illustration of the principle underlying the matter, that is, that it is a question of fact to be decided in each case. The Court of Appeal had no difficulty in that particular case in deciding who were promoters, but it is obvious that there may be cases of doubt, in which it is difficult to say on which side of the line the facts bring the case down.

Now we come to the last class of persons who may be liable under the section, namely class (*d*) above referred to. This class is defined in a somewhat comprehensive way, but it must in fact be limited to persons who have some sort of right or title to authorize the issue.

The operative part of the section is to this effect, that where a prospectus invites persons to subscribe for shares in or debentures of a company, the various classes of persons to whom I have referred above, are to be liable to pay compensation to all persons who subscribe for shares or debentures on the faith of the prospectus for the loss or damages they may have sustained by reason of any untrue statement therein, or in any report or memorandum appearing on the face of the prospectus, or by reference incorporated in it, or issued with it. There are certain exceptions to this general liability, to which I will refer next week.

(*To be continued.*)

## A Conveyancer's Diary.

**Contract for Sale of Agricultural Holding after Notice to Tenant to Quit.**

I HAVE recently had to consider the effect of s. 26 (1) of the Agricultural Holdings Act, 1923. In the case I have in mind the section had been altogether overlooked, and although I do not suppose that to be a common occurrence, I think it may be worth while drawing attention to the enactment once more.

The subsection reads—

"On the making of any contract for the sale of a holding, or any part of a holding, held by a tenant from year to year, any then current and unexpired notice to determine the tenancy of the holding given to the tenant either before or after the commencement of this Act, shall, *if the contract for sale is made by the person by whom the notice to quit was given*, be null and void, unless the tenant has, after the 19th day of August, 1919, and prior to such contract of sale, by writing, agreed that such notice shall be valid."

The Act of 1923 was a consolidation Act, and the subsection just quoted was contained in the Agricultural Land Sales (Restriction on Notices to Quit) Act, 1919, s. 1, without the words which I have italicised, those words being added by the Agriculture Act, 1920, s. 29, and Sched. 1.

The reason why the words in italics were introduced into the enactment was no doubt to meet the decision of Russell, J., in *Robinson* v. *Nesbit* [1920] W.N. 57.

In that case the facts were that a landlord in March, 1919, before the passing of the Act of 1919 gave notice to his tenant to quit in April, 1920. In May, 1919, before the passing of the Act, the landlord sold part of the holding to B, who in September, 1919, after the passing of the Act, resold to S.

On those facts it was contended before Russell, J., that the resale to S was not within the mischief aimed at by the Act, but the learned judge held that as the facts fell within the plain words of the section the notice to quit was void.

Apparently to meet that decision, the words "if the contract is made by the person to whom the notice to quit was given" were, as I have said, inserted by the Act of 1920.

I have referred to this case as it is not unimportant in considering the manner in which the section should be construed, although the actual decision would not now apply.

I turn now to a decision of the Court of Appeal under the Act of 1919, but given after the Act of 1920 had been passed—*Blay* v. *Dadswell* [1922] 1 K.B. 632.

R, being the owner of an agricultural holding, let it to D on a yearly tenancy. In May, 1919, R agreed to sell the holding to B, and, at the request of the latter, gave D notice to quit at Michaelmas, 1920. In March, 1920, B agreed to resell to D a part of the holding. On the expiry of the notice to quit at Michaelmas, 1920, D refused to give up possession of the part of which he was not the purchaser upon the ground that the notice was null and void under the Act of 1919, and that the Act of 1920 was not retrospective.

The Court of Appeal held that, although the contract for sale was made with the tenant himself, the notice was rendered void by the Act of 1919, and that the amendment effected by the Act of 1920 (which would have saved the notice) was not retrospective.

Apart from the actual decision that the words "any contract" in the section includes a contract with the tenant himself, this again is instructive as showing how strictly the section should be construed, and Bankes, L.J., referred to *Robinson* v. *Nesbit* in that connection.

In the course of his judgment Scrutton, L.J., said: "No doubt, if you know what the particular mischief is that an Act is intended to remedy, you may limit the meaning of the general words; for words intended to meet a particular mischief ought not to be given a wider meaning." His lordship drew an illustration from the Act which imposes a penalty on the holder of a licence who permits drunkenness on his premises and which it has been held does not apply where the person found drunk on the licensed premises was the licence-holder himself, as his intoxication was not within the mischief with which the Act was dealing. The learned Lord Justice continued: "If then I could find out from this Act of 1919 what was the mischief with which Parliament was dealing, it ought to be possible to cut down the meaning of the words 'any contract.' But I cannot find in the Act any indication whatever of the mischief intended to be remedied, and under those circumstances I do not feel justified in cutting down the effect of the language that Parliament has used."

It will be noted, therefore, that if a landlord of an agricultural holding, let on a yearly tenancy, gives notice to quit to his tenant, and then contracts to sell a part of the holding to his tenant, the notice is void as to the remaining part, unless before the contract is entered into the tenant agrees in writing that it shall be valid.

The reason for that is far to seek.

There is an interesting decision on the Act of 1923: *Rochester and Chatham Joint Sewerage Board* v. *Clinch* [1925] 1 Ch. 753.

By an agreement dated in 1912 T let a farm to the defendant from year to year. In 1914 T conveyed Blackacre (about half the farm) to the plaintiffs and there was an agreement between them for apportionment of the rent which was not agreed to by the defendant, who continued to pay the entire rent to T. T died and the entire rent was paid to her executors.

In 1923 the agent for the plaintiffs and for the executors of T gave the defendant notice to quit on 11th October, 1924, which was admitted to have been a valid notice.

After the notice the executors of T contracted to sell Whiteacre (the part retained by T) to the defendant.

The defendant refused to give up possession of Blackacre, contending that the notice was rendered void by the Act.

Astbury, J., held that the notice was not invalidated by the Act.

After referring to the pertinent sections of the three Acts, his lordship said: "No one has been able to tell me the object of these provisions and it is difficult to appreciate the particular risks against which the legislature wished to protect the tenant," and applying the strict wording of s. 26 (1) of the Act of 1923 to the facts of the case the learned judge concluded, "the contract to sell part of the holding was made by the reversioners of that part. It was not made by the persons by whom the notice to quit the entire holding was given, but only by some of them."

It will be observed that none of the judges in the cases cited were able to see what was the mischief or risk to the tenant which this enactment was intended to remedy or obviate. I cannot see it either.

If a tenant is given a proper notice to quit, a notice such as the law allows, it cannot matter to him whether or not his landlord subsequently contracts to sell the property. His rights to compensation under the Agricultural Holdings Act are not in any way affected, and in fact he is not prejudiced at all.

However, it must be borne in mind that if it is desired to sell an agricultural holding let from year to year, with vacant possession, the contract to sell must precede the notice to quit. The contract can of course provide that the vendor will at the request of the purchaser give the requisite notice. The alternative is to obtain a written agreement by the tenant (before the contract for sale) that the notice shall be valid.

It must also be remembered that on a sale of part of a holding to such a tenant, who is under notice to quit, there should be a written agreement by the tenant (obtained before the contract for sale) that the notice shall be valid as to the remainder of the holding.

**Notice to Quit by Purchaser before Completion—Estoppel.**

In writing of the Agricultural Holdings Act, I may draw attention to an interesting recent case: *Farrow* v. *Orttewell* [1932] W.N. 241; (76 Sol. J. 831).

A contracted to purchase a holding subject to a yearly tenancy. The purchase was to be completed on the 30th September, 1930, and A was entitled to the rents as from that day. The purchase was not, however, actually completed until 30th October, 1930. In the meantime, on 9th October, A gave notice to the tenant to quit on 11th October, 1931.

A disputed the tenant's right to compensation on the ground that the notice which he had himself given was invalid, as he was not the legal owner of the property at the time when he gave it.

Bennett, J., held that the notice was not in fact good, because it was not given by the "landlord" as defined in s. 57 of the Act, but that as, on the evidence, it appeared that the tenant had taken various steps to his detriment in relation to the property on the faith of the representations of A that he was the landlord, A was estopped from denying the validity of the notice.

## POLICE COURT CLERK'S RETIREMENT.

Mr. E. A. Carr, who has been for three years chief clerk at Marlborough-street Police-court, is retiring after forty-four years' service in the Metropolitan Police-courts. Mr. Carr has served in most of the Metropolitan Courts, and before coming to Great Marlborough-street he was chief clerk at Westminster Police-court. He is succeeded by Mr. B. A. Collington, Chief Clerk at Clerkenwell Police-court.

Mr. G. T. Wood is retiring after having been missionary and probation officer at West London Police-court for thirty-one years. A presentation was made to him last Tuesday on behalf of magistrates, court officials and colleagues.

# Landlord and Tenant Notebook.

**Lessor Covenanting to Restrict Competition: Liability of Competing Tenant.**

PROBLEMS which arise between landlord and tenant in connection with covenants designed to give the latter a miniature trade monopoly have usually, as I showed last week, been problems of demarcation. As between the tenant and an alleged rival, more difficult questions may have to be faced when a remedy is sought. The factors to be taken into consideration may include the phrasing of the landlord's covenant, the knowledge or ignorance of the new tenant, and the question whether the new tenant has himself covenanted with the landlord to refrain from the business sought to be protected.

The case of *Kemp* v. *Bird* (1877), 5 Ch. D. 974, C.A., was something of an eye-opener to those who put too much faith in the desire of courts of justice to give effect to the intentions of parties, however badly expressed. The plaintiff, holding a lease under which the lessor had covenanted, for himself alone, not to demise any houses in a particular part of a street for the purpose of carrying on the business of an eating-house, sued both the lessor and a neighbouring tenant, assignee of one who had covenanted not to carry on any trade without leave, when the latter set up a rival business. His advisers relied with some confidence on *Jay* v. *Richardson* (1862), 30 Beav. 563, in which, as mentioned last week, the lessee of an hotel obtained an injunction to enforce a covenant not to let any other house to be used as an hotel. But James, L.J., soon shattered the plaintiff's illusions. The landlord had not let the other premises for the purpose of carrying on the business of an eating-house, nor had he covenanted not to permit them to be so let; and the restriction could not have been intended to bind a tenant's assignee. Whether it would have bound the first grantee is not clear.

The next case which should be mentioned is *Fitz* v. *Iles* [1892] 1 Ch. 77, C.A.; but on negative grounds. For while the landlord's covenant appears to have run "not to let . . . premises over which he had control . . . as a coffee-house" and did not mention "use" or "permit," no point was taken on this difference. Presumably the reason was that the tenant-defendant had notice of the restriction, and considered that *Tulk* v. *Moxhay* applied.

At all events, the omission was a source of embarrassment to those arguing and trying cases which have arisen since. The first of these was *Ashby* v. *Wilson* [1900] 1 Ch. 66, in which Kekewich, J., found as a fact that the business run by the rival tenant was a business covered by the lessor's covenant not to let other premises for the purposes of the trade of a fruiterer, and was an infringement of the rival tenant's covenant to use the premises as an "Italian warehouse" only. But the learned judge held that the lessor, whose covenant said nothing about use, had committed no breach; and that neither *Fitz* v. *Iles*, in which the point had not been taken, nor *Tulk* v. *Moxhay*, gave the plaintiff a remedy against his competitor. On the last-mentioned point the judgment is not very explicit.

Next came *Holloway Bros. Ltd.* v. *Hill* [1902] 2 Ch. 616, in which the pendulum swung the other way. The landlord's covenant prohibited him from letting the other defendant's premises to be *used* for the business of a tailor, and on the facts he admitted the breach. Against the second defendant it was argued that he was to be considered an assign, and that he was, alternatively, bound by the restriction on the principle of *Tulk* v. *Moxhay*. Byrne, J., in a considered judgment, rejected the first argument, but having found as a fact that the new tenant had had, by his agent, constructive notice of the covenant, ruled that the equitable principle applied and granted an injunction.

This being the state of the authorities, it is not surprising that Romer, L.J., commenced his judgment in the next case, *Brigg* v. *Thornton* [1904] 1 Ch. 386, C.A., with the remark that it raised a very puzzling question! The plaintiff held a shop in an arcade under a twenty-one-year lease granted by the first defendant, who had covenanted not to let any other portion of the arcade for the trade hereinafter mentioned to be carried on by the plaintiff, which was that of a librarian and included that of an artistic and heraldic stationer. The second defendant was tenant of a stall under an agreement for a year, and thereafter from quarter to quarter, and his activities as a bookseller and stationer were found to be such as clashed with the covenant. The plaintiff sought an injunction against both, as in *Holloway Bros. Ltd.* v. *Hill*, and it was found as a fact that the second defendants at least knew of the existence of the covenant. But the court came to the conclusion that the relief was not available, because the covenant was silent as to user. It was held, however, that the plaintiff was entitled to damages from the landlord, and that these were to be measured partly by the attitude he took up towards the new tenant, whose agreement he was able to determine at fairly short notice. But it was also said that if the plaintiff had had information of and sought at the time to restrain the letting, both defendants would have been restrained; and it was hinted that if in the present action he had sought to impeach the letting, rather than to prevent the use, he might have succeeded.

This seems to be the most recent authority directly in point. But in so far as it is based on the general rule that there is no means by which an aggrieved party can compel the offender to take proceedings against a third party, it is submitted that attention should now be paid to the judgments in *Atkin* v. *Rose* [1923] 1 Ch. 522, and *Barton* v. *Reed* [1932] 1 Ch. 362 (see 75 SOL. J. 863, and 76 SOL. J. 267). On the other hand, the *obiter dictum* as to impeaching the letting should be studied in the light of *Parker* v. *Jones* [1910] 2 K.B. 32.

# Our County Court Letter.

## PAYMENT BY FORGED BANKNOTES.

No authority is given in "Chitty on Contracts" (18th Edition) for the following statement on p. 855: "If a payment be made in forged banknotes, the creditor may treat them as a nullity, and sue his debtor for the amount." The absence of authority may be due to the fact that no litigant had contested the proposition prior to the recent case of *Taylor* v. *Jackson* at Liverpool County Court. The plaintiff's case was that (1) having changed a note for the defendant (who had paid £1 towards her milk bill) he had subsequently used the note in paying the farmer; (2) the latter had paid it into his bank; (3) on being tendered to the Bank of England for collection, the note was impounded. The evidence was that (*a*) the watermark was yellow, indicating a forgery; (*b*) the alleged note was a photograph, emanating from New York. The defendant admitted having received a note from New York from her husband, but he and the defendant both stated that that note was older and dirtier than the forged note. His Honour Judge Dowdall, K.C., held that the defendant had brought the forged note to the plaintiff, who was therefore entitled to judgment, with costs.

## THE CONTENTS OF BALANCE SHEETS.

In *Cowin and Others* v. *Isle of Man Steam Packet Company Limited*, recently heard in the Manx Chancery Court, the plaintiffs claimed declarations that (1) a statement of the balance of income over expenditure did not comply with an article prescribing a return of income and expenditure; (2) the chairman at the annual meeting had wrongfully refused to accept an amendment that directors' fees be voted upon separately from the main accounts. The defendants contended that (1) too much information would encourage

competition, e.g., the Cunard Company had abandoned (in 1931) the form of account claimed by the plaintiffs; (2) the directors' fees were not voted annually, but had been fixed by resolution in 1920; (3) the above were matters of internal management (for which there was a domestic tribunal) and were not within the jurisdiction of the court; (4) the plaintiffs, having accepted dividends in pursuance of a resolution of the general meeting, were estopped from disputing its validity. Deemster Farrant held that (1) as the shareholders were the owners, the advantages of giving adequate information outweighed the drawbacks, and the plaintiffs were entitled to the form of accounts as asked; (2) the chairman had rightly rejected the amendment, which referred to fees for the past year; (3) the court had jurisdiction; and (4) as the plea of estoppel was valid, judgment was given for the defendants, without costs. It is understood that, as the plaintiffs succeeded on the issues with regard to disclosure, there will be no appeal.

### THE RIGHTS AND LIABILITIES OF ARCHITECTS.

In the recent case of *Williams* v. *Chilton* at Stourbridge County Court the claim was for £36 17s. 7d. for architect's fees in respect of the plans and specifications of two semi-detached houses. The plaintiff's case was that (1) the defendant had approved his plans for houses costing £700 to £800 a pair, but the lowest tender was £997; (2) other tenders were obtained, but the lowest price quoted was £836; (3) the defendant therefore abandoned the project and paid the plaintiff £3 for out-of-pocket expenses; (4) nevertheless building was then begun on the site, and the plaintiff (thinking his services were no longer required) had sent in his account. Another architect (having heard the evidence as to the interviews) stated that an engagement to proceed with the work was thereby constituted, and that a reasonable fee was 6 per cent. on the total cost. The defendant's case was that (*a*) the plaintiff had merely performed probationary work, which was not accepted; (*b*) the cost of the houses was not to exceed £700; (*c*) another builder had in fact contracted to build them for £685; (*d*) the plaintiff had accepted an *ex gratia* payment in settlement. His Honour Judge Roope Reeve, K.C., held that a proper remuneration would be £21, and (as £3 had been paid into court) judgment was given for £18 and costs. Compare a previous note under the above title in our issue of the 1st October, 1932 (76 Sol J. 667).

## Land and Estate Topics.

By J. A. MORAN.

The market for real property is well maintained. Freehold ground rents, as usual, have been making a good show; the bidding, as a rule, was very keen, and, in the majority of instances, when the "lot" was put back, there was very little margin between the highest bids and the reserved prices. A promising feature within the last few weeks was the return of the speculator who is now interesting himself with small urban residential property as well as vast country domains. This was an occupation for many keen men in the old days of the Auction Mart, Tokenhouse Yard, and its revival is a good sign of the times.

A new Rent Act has been on the Government's agenda paper for over a year, and it is common knowledge that a Bill may be expected this session to carry out substantially the recommendations made in July, 1931, by the Marley Committee. One of these—the less said about most of the others the better—deals with the putting an end to a long standing scandal—the sub-letting of rooms in controlled houses at extortionate rents.

When we find a Joint Committee of Conservative Peers and M.P.'s suggesting that new members of the Upper House should be guaranteed the sum necessary to make up a salary of £600 a year, it is not surprising to hear that a local barber has just become lord of his manor! The manorial rights acquired at public auction for £240 were those of the Park Estate, Market Bosworth. True, the acquired rights entitle the holder to collect car parking and market stall fees; but after all, what are those paltry takings to a dignity which should command, at least, an extra twopence on the price of a hair cut and shave.

What is a farm? The question arises out of a claim for assessment as an agricultural holding by the owner of 4½ acres of land, with house, 13 pigs and 65 head of poultry. The claimant assured the Ashford (Kent) Assessment Committee she was going to plant "between 350 and 400 apple trees," and her application was granted. This leads one to wonder what would have happened if there were only 13 pigs, a cock and a hen and the intention to plant between 5,000 and 10,000 gooseberry bushes?

Auctioneers were surprised to hear that since the Auction (Bidding Agreements) Bill came into operation five years ago, there has not been one single prosecution under it. It is really very difficult to determine who is to blame for this unfortunate state of affairs. No prosecution can be instituted without the consent of the Attorney-General or the Solicitor-General, and the police are not responsible for enforcing the Act. So it remains for private individuals or organisations representing the interests concerned, to make a move in the matter. This, however, wants a lot of consideration as the onus of proof rests with the accusers, and as a well regulated "Ring" works in the dark it is extremely difficult to get together the evidence necessary to lead to a conviction.

If dealers were prevented from bidding, prices would probably be lower than at present, as many bidders have no idea of the true value of the article they are purchasing and frequently follow the lead of a dealer. The best remedy appears to lie in the ability of the auctioneer to break the "rings" by refusing to sell stock at a price which, by reason of his experience, he knows to be under the fair value. To enable him to do this he must, of course, have a free hand and the entire confidence of his employers. The remedy lies with the sellers, who should only employ auctioneers competent to deal with the situation.

## In Lighter Vein.

The Week's Anniversary.

Lord Hatherley was almost as much a Londoners' Chancellor as Sir Thomas More. He was born in Falcon Square, near Aldersgate, on the 29th November, 1801. His father, Mathew Wood, a citizen of credit and renown, was to be twice Lord Mayor of London in successive years, and for a very long time represented the City in the House of Commons. Young William, indeed, first made acquaintance with the law through accompanying his father when that excellent alderman attended the Old Bailey. He was attracted by the profession, though the wholesale death sentences disgusted him, and for that reason probably he turned to the Chancery side and joined Lincoln's Inn. Just before his call to the Bar, he was severely tempted to abandon the wig for the pen. By a letter to *The Times* on the subject of Anglo-French policy in Turkey, he attracted the favourable notice of the editor, who offered him a post if he would turn journalist. However, he was wisely faithful to the law, which rewarded him with rapid success. His first speech was addressed to the House of Lords, and in two years he was making £1,000 a year. Beyond, a long series of successes awaited him—Solicitor-General, Vice-Chancellor, Lord Justice, and finally Lord Chancellor. In the Central Hall of the Law Courts his colossal portrait is one of the most prominent objects.

HEREDITARY JUDGESHIPS.

The appointment of Master Joseph Chitty to be Chief Master of the Chancery Division provides yet another example of legal heredity. His father, of course, was the celebrated judge whose genial habit of introducing personal recollections into his judicial utterances earned him the nick-name of Mr. Justice Chatty. It was the same judge who, when the ceiling of his court crashed down one day, made the prompt comment: "*Fiat justitia, ruat cælum.*" The tendency of succession to breed success is very strongly marked at the Bar, as witness the families of Coleridge, Vaughan Williams, Finlay, Thesiger, Pollock, Lush, Channell and Phillimore. Most of these distinguished names constitute an adequate reply to Lord Justice Bowen's cruelly pointed pun, that while some judges take their positions "*per capita*," others take "*per stirpes.*" At the last call to the Bar, a Roche and a Luxmoore figured in the respective Call Lists of the Inns where their fathers are Masters of the Bench. The Coleridges, of course, almost founded a legal dynasty in rivalry to the Pollocks. Then there are the Russells of Killowen, father and son, who reaped between them the laurels of the King's Bench and of Chancery. Charles, J., and Macnaghten, J., also carry on the torch of paternal achievements.

NO CHANGE.

It seems passing strange that so many sexually minded young persons stood their ground in the Divorce Court after Lord Merrivale, P., had observed during a recent case: "I notice a lot of young women who seem to take an indecent interest in these indecent discussions . . . Their own sense of propriety must be their guide as to whether they stay or not." On a somewhat similar occasion, Mr. Justice Maule took a rather more indifferent view of the matter. A witness hesitated to go baldly into some indecent details in a court crowded with eagerly expectant ladies. "Out with it," said the judge. "The ladies don't mind and you needn't be afraid of me." We are not so very different from our fathers (and, incidentally, our mothers and grandmothers) to judge by a description of the Divorce Court in a newspaper of 1870. "Far too many ladies crowd the court and listen unabashed to details the reporters can barely mention." The same article observes that "things are not what they seem in the Divorce Court. As a rule, the feminine petitioners are prettier than the respondents." The writer notes "a curled darling of a man dressed not wisely, but too swell." A co-respondent? No. A petitioner.

# Reviews.

*The Portuguese Bank Note Case.* By Sir CECIL H. KISCH, K.C.I.E., C.B. 1932. Demy 8vo. pp. ix and (with Index) 284. London: Macmillan & Co., Ltd. 10s. 6d. net.

The first part of this book is devoted to the facts so far as they are known of the gigantic swindle of which Waterlow and Sons, Limited, and the Bank of Portugal were unhappy victims. The story, as revealed in the course of the legal proceedings and accurately re-told by the writer, makes a thrilling narrative. If moral there be, we think the story illustrates the grave danger in a large company of one man meddling and being allowed to meddle in transactions pertaining to a department of the company of which he has no special knowledge. The second part of the book produces the substance and extracts of the judgments of the courts in this country who had to decide where the loss was to fall and the amount of that loss. Read abroad, these judgments cannot, we feel, but redound to the credit of English justice.

In the last part of the book the writer shows that he remains unconvinced with the legal solution arrived at and endeavours to prove that as a matter of finance as opposed to law the loss as proved was merely nominal. If we confess we cannot always follow the writer's arguments our excuse must be that we are not economists. It is a matter on which it seems to us endless speculation is possible. Why, for instance, should not the bank be able to say to Messrs. Waterlow, who had broken their contract, get and give back to us the notes we had to issue or provide us with the necessary number of escudos to redeem them. The bank would have always, we gather, been content with that number of escudos and indeed that, we understand, was their claim, converted as it had to be into sterling for the purposes of framing a legal claim in this country. The problem is one upon which every person may take a different view, and a view from which he will not easily be shifted. This book suggests and opens up the field for these interesting speculations and for that reason taken by itself affords most entertaining reading.

*The Law of the Parish Church.* By W. L. DALE, LL.B., of Gray's Inn and the North-Eastern Circuit, Barrister-at-Law. Foreword by The Right Hon. Lord ATKIN. 1932. Demy 8vo. pp. xxiii and (with Index) 141. London: Butterworth & Co. (Publishers) Ltd. 7s. 6d. net.

This book, as we are told by Lord Atkin, in his foreword, originated in a prize essay which the examiners so highly approved, that they encouraged the author to publish it. This has been done with considerable additions. Useful appendices set out the Parochial Church Councils Powers Measure 1921, and the Representation of the Laity Measure, 1929, with some useful forms relating to the representation of the laity. The book is essentially one likely to be of service to churchwardens and sidesmen. The author has wisely embodied in his work references to all the recent Measures of the Church Assembly and instead of wasting space in detailing church history, he has set himself to cover all the ground with matters which are of importance to parochial church councils and the officials who are concerned with the care of parish churches. We hope the volume will achieve the success to which its quality certainly entitles it.

## Books Received.

*Warrants and their Execution.* By H. E. ALEXANDER, ALEC E. DOE and F. J. O. CODDINGTON, M.A., LL.M., Barrister-at-law. 1932. Crown 8vo. pp. (with Index) 87. London: "Police Review" Publishing Co. Limited. 2s. net.

*Civil Judicial Statistics for the year* 1931. Medium 8vo. pp. 51. 1932. London: H.M. Stationery Office. 1s. net.

*Jottings from a Fee Book of a Man of All Work.* By BARNARD LAILEY, some time one of His Majesty's Counsel, Judge of the Hampshire County Courts and Chairman of Hants Quarter Sessions. 1932. Crown 8vo. pp. 156. Portsmouth: W. H. Barrell, Ltd. 7s. 6d. net.

*Dunstan's Law relating to Hire-Purchase.* Third Edition. 1932. By E. HOLROYD PEARCE, of Lincoln's Inn and the Middle Temple and the South-Eastern Circuit, Barrister-at-Law. Demy 8vo. pp. xxiv and (with Index) 188. London: Sweet & Maxwell, Ltd. 15s. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London and Liverpool.]

"PUNCH ALMANACK."

"Punch Almanack" for 1933 has just been published, and is as seasonable as usual in character. The issue is, of course, mainly pictorial, with many coloured pages, but there are several stories in Punch's wittiest vein, including a particularly amusing detective story by the new editor. The Almanack is excellent value for one shilling.

# Notes of Cases.

## House of Lords.

### Westminster Bank *v.* Osler.

15th November.

INCOME TAX—WAR LOAN—CONVERSION OF WAR BONDS—TAXABLE PROFITS.

The question raised by this appeal was whether the bank was liable to pay income tax on the amount of profit alleged to have been made on the conversion of National War Bonds into other Government securities. It was agreed by the bank that the securities received were greater in value than the bonds surrendered, and it was the practice of the bank in computing its profits for the purpose of income tax not to bring into account as a profit any appreciation of securities except on an actual sale. But it was contended by the Crown that such a profit resulted in the course of business and that although there had been no sale of the bonds they had in fact been disposed of at a profit and that the profit was part of the bank's business earnings for the year and was assessable to tax. The Special Commissioners took the view put forward by the Crown, and Rowlatt, J., affirmed their decision.

Lord BUCKMASTER, in delivering judgment, said that the investment represented by the original war bonds came to an end as soon as the new securities were taken in its place, when a new venture was begun, and the fact that the transformation took place by the process of exchange did not, in his opinion, avoid the conclusion that there had been what was described as a realisation of the securities. That view was, he thought, supported by the authority of that House. The case of the *Royal Insurance Company* v. *Stephens*, 14 Tax Cas. 22, was, in his opinion, not distinguishable from the present one. That case was decided some three or four years ago, and it had not been questioned, and indeed on the basis that it was accurate the Finance Act, 1931, expressly provided that it should not apply to future exchanges that were then contemplated. It was not necessary for this decision to rely on the fact that legislation had therefore been based on the hypothesis that the decision in *Royal Insurance Company* v. *Stephens* was right, for the view on which that legislation was based was accurate, and there was no need to consider its effect on the present case. The appeal failed, and would be dismissed with costs.

Lords BLANESBURGH, WARRINGTON, RUSSELL and WRIGHT agreed.

COUNSEL: *Wilfrid Greene*, K.C., and *John Scrimgeour*; *The Attorney-General* (Sir Thomas Inskip, K.C.), and *R. Hills*.

SOLICITORS: *Travers Smith, Braithwaite & Co.*; *Solicitor to Inland Revenue.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

## Court of Appeal.

### Attorney-General *v.* Arts Theatre Club of London Limited.

Lord Hanworth, M.R. Lawrence, and Romer, L.JJ.

11th and 14th November.

REVENUE—ENTERTAINMENTS DUTY—SOCIAL CLUB OWNING PRIVATE THEATRE—ADMISSION TO CLUB MEMBERS ONLY—PAYMENT TO VIEW PERFORMANCES IN ADDITION TO CLUB SUBSCRIPTION—PART OF CLUB SUBSCRIPTION LIABLE TO ENTERTAINMENTS DUTY—FINANCE (NEW DUTIES) ACT, 1916 (6 GEO. 5, c. 11), s. 1.

This was an appeal from Finlay, J. (76 SOL. J. 512).

The Arts Theatre Club was a private social club owning a theatre, the use of the latter being only for members and their guests. Members paid a club subscription, and also for tickets to view each theatrical performance, the price of the latter being calculated to cover the costs of production. Entertainments duty was duly paid on the sale of these tickets, but the Commissioners of Customs and Excise claimed that some part of the annual subscriptions were liable to entertainments duty, and they made an order under s. 1 (4) of the Finance (New Duties) Act, 1916, determining the amount, and demanded payment of £115 4s. 1d. The defendants contended that there was in the annual subscription no payment for admission to an entertainment, because, though the members acquired the right to be admitted to the theatre, they had before they were admitted to pay a further sum calculated as being sufficient to pay for the entertainment. Finlay, J., gave judgment for the Crown. The defendants appealed. The court dismissed the appeal.

Lord HANWORTH, M.R., said that, by s. 1 (4) of the Finance (New Duties) Act, 1916, when the payment for admission to an entertainment is made by means of a lump sum paid as a subscription to any club . . . for the right of admission to a series of entertainments or to any entertainment . . . the entertainments duty shall be paid on the amount of the lump sum, but where the Commissioners are of opinion that the payment of a lump sum or any payment for a ticket represents payment for other privileges . . . besides the admission to an entertainment . . . the duty shall be charged on such an amount as appears to the Commissioners to represent the right of admission to entertainments in respect of which entertainments duty is payable. Therefore, Commissioners had a discretion given to them by which they could divide up the sum paid as subscription, say how much was paid for the social amenities of the club, and levy duty on the amount which appeared to them to represent payment for the right of admission to the entertainments. It was contended that the second part of sub-s. (4) referred to a single payment which included admission, not, as in the present case, to a part payment, where there was a separate charge for admission. But the sub-section really seemed applicable to all payments in advance for admission, and it was scarcely possible to exclude the sub-section merely because it did not use the words "part payment." The member attending the performances paid a totality made up of two sums, he paid the first part in the form of a subscription and the second part in the form of a payment for the actual admission.

COUNSEL: *Comyns Carr*, K.C., and *Cyril King* for the appellants; *The Solicitor-General* (Sir Boyd Merriman, K.C.) and *Bowstead* for the Crown.

SOLICITORS: *Bartlett and Gluckstein*; *Solicitor of Customs and Excise.*

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

## High Court—Chancery Division.

### Farrow *v.* Orttewell.

Bennett, J. 3rd, 4th, 8th and 9th November.

AGRICULTURAL HOLDINGS ACT, 1923 (13 & 14 Geo. 5, c. 9), s. 57 (1)—s. 12—LANDLORD—NOTICE TO QUIT—RIGHT TO COMPENSATION—ESTOPPAL.

The plaintiff was tenant of two farms near Bury St. Edmunds, holding them on a yearly tenancy under a written agreement dated the 24th April, 1918. The landlord having died in 1928, the defendant on the 17th July, 1930, contracted with his legal personal representatives to purchase the property. The date fixed for completion was the 15th September, 1930, but completion was not actually effected till the 31st October, 1931. Meanwhile, however, the defendant on the 9th October, sent to the plaintiff a notice to quit in the following terms: "I hereby give you notice to quit and deliver up possession of the Eldo House and Mount Farms . . . which you hold of me as tenant thereof on 11th October, 1931." The plaintiff accordingly quitted the premises and in this action sought to recover compensation for disturbance and improvements under the Agricultural Holdings Act, 1923.

BENNETT, J., in giving judgment, dealt with s. 57 (1) and s. 12 of the Act. The first point raised on behalf of the plaintiff was whether the defendant was on the 9th October the landlord within the definition of s. 57 (1), and whether the tenancy was therefore determined with the statutory consequences by reason of the notice served by him. His lordship came to the conclusion that on this point the defendant must prevail, as the words of the Act did not give anyone but the reversioner in the legal sense the right to determine the tenancy. The next point was whether the defendant was estopped from denying that the notice to quit was good and effective. The plaintiff had taken various steps to his detriment on the faith of the defendant's representation that he was landlord. There would be a declaration that the defendant was estopped from denying that the notice to quit was a good notice, and that the plaintiff was entitled to compensation.

COUNSEL: *Galbraith*, K.C., and *A. J. Spencer*; *S. O. Henn Collins*, K.C., and *Guy Aldous*.

SOLICITORS: *Whites & Co.*, for *Greene & Greene*, of Bury St. Edmunds; *Kingsford, Dorman & Co.*, for *Woolnough, Gross, Son & Chamberlayne*, of Bury St. Edmunds.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

## Probate, Divorce and Admiralty Division.

### Kelly, otherwise Hyams *v.* Kelly.

Lord Merrivale, P. 21st November.

NULLITY—LACK OF CONSENSUS—MISTAKE AS TO NATURE OF CEREMONY—REGISTER OFFICE MARRIAGE ARRANGED BY RESPONDENT—BETROTHAL CUSTOM OF THE JEWS—BONA FIDES OF PETITIONER—NON-COHABITATION—EVIDENCE—KING'S PROCTOR'S ARGUMENT—DECREE.

This was an undefended suit for nullity which was adjourned in May last for argument by the King's Proctor. The parties went through a ceremony of marriage at a register office in 1930. In her petition the petitioner put forward the following grounds for relief: (para. 3) "That your petitioner never consented to marry the respondent on the said occasion, but went through the said ceremony as one of betrothal only"; (para. 4) "That your petitioner went through the said ceremony believing it to be only a step towards matrimony and that it in no wise amounted to or constituted a valid and complete ceremony of marriage, and that it would not and could not be a valid marriage unless and until the Jewish rites and religious ceremony of marriage should be performed and perfected, which was never done." Both parties were Jews. They were living with their families between whom there had been discussions about a business transaction in respect of which £1,000 was to be found by the petitioner's family in order to set up a business which might become a means of livelihood for the petitioner and the respondent if they were married. The petitioner came to London and there were conversations between the respondent and the local and superintendent registrars, and inquiries about a civil ceremony at the register office. The ceremony took place and the petitioner returned by the earliest train to her family in Scotland. The parties never cohabitated. Subsequently the petitioner's father died and unsatisfactory discussions arose and the true relationship between the petitioner and respondent came in question. The respondent was stating that she was his wife." Ultimately the petitioner instituted the present proceedings. The court had before it the evidence of the petitioner and other witnesses, including a superintendent registrar of marriages, a rabbi and the petitioner's brother who was called as head of the family and spoke as to a similar course having been followed by the petitioner's sister as a preliminary to her own marriage.

Lord MERRIVALE, P., in the course of his judgment, said that the matter was one of gravity which had to be fully investigated in a country like England, where the marriage law was of very great consequence and its enforcement a matter of great public concern. It would be intolerable if the law could be played with by people who thought fit to go to a register office and, subsequently after a change of mind, to say that the ceremony was not a marriage because they did not so regard it. The real question was whether the petitioner was aware whether the ceremony in which she engaged herself with the respondent at the register office was a ceremony of marriage in the sense that it was designed to make them man and wife. The petitioner had given evidence that she had supposed that it was something which did not make them man and wife, but which contracted between them a tie which at some time in the future was to be converted into marriage, and that it had the effect of the ceremony of betrothal among Jews or of the preliminary contract before marriage. An outstanding fact which weighed with him (his Lordship), much more strongly than any of the verbal assertions which he had heard was that, after the ceremony had been performed, there never had been a question of conjugal relations, and they had never taken place. In view of that and of the Jewish origin of the parties, he thought that he was justified in saying that when the petitioner went through that form of marriage she was not aware that it was a ceremony which would make her and the respondent man and wife. There would be therefore a decree *nisi* of nullity, with costs.

COUNSEL: *H. D. Grazebrook*, for the petitioner; *Clifford Mortimer*, for the King's Proctor.

SOLICITORS: *Romain & Romain; The King's Proctor.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

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### PRACTICE NOTE.

The judges of the Chancery Division have given directions to the registrars that in future, where in any action proceeding in a District Registry an order is made for any account or inquiry there is to be inserted in the order either a direction that the proceedings are to be transferred to London, or a direction that the account or inquiry shall proceed in the District Registry.

It will be the duty of the party obtaining the order to ask for a decision as to the direction to be inserted.

# Obituary.

JUDGE R. W. TURNER.

His Honour Richard Whitbourn Turner, Judge of Uxbridge County Court and additional Judge at the Westminster Court, died on Sunday, the 20th November, at his home at Stoke Poges, at the age of sixty-five. He was educated at Merchant Taylors' and Trinity Hall, Cambridge, and having been called to the Bar by the Middle Temple in 1891, he joined the South-Eastern Circuit. Hebecame a County Court Judge, circuit 18, in 1919, and was transferred to Uxbridge and Westminster in 1928. While up at Cambridge he obtained his Blue for athletics, winning the hundred and the quarter in 1889. As a judge he might, perhaps, have been described as being somewhat eccentric, and his methods not always in accordance with usual tradition. In spite of this, he succeeded in dispensing a rough and ready justice, which, even if the manner thereof were unusual, was nevertheless in most cases correct.

MR. E. S. ROSCOE.

Mr. Edward Stanley Roscoe, Registrar of the Admiralty Court, died on Wednesday, the 23rd November, at his home at Chalfont St. Peter at the age of eighty-three. Educated at Radley, where he was captain of boats and of football, he was called to the Bar by Lincoln's Inn in 1871 and joined the Northern Circuit. He became Assistant Registrar of the Admiralty Court in 1890 and Registrar in 1904. Mr. Roscoe wrote a great number of books both on legal and general subjects, including the standard work "Admiralty Law and Practice."

MR. G. W. POWERS.

Mr. George Wightman Powers, Recorder of Leicester since 1921, died in a London nursing home on Thursday, the 17th November, at the age of sixty-eight. Educated at Highgate School and New College, Oxford, he was called to the Bar by Lincoln's Inn in 1896, and joined the Midland Circuit. He wrote "England and the Reformation."

MR. T. FINLAY, K.C.

Mr. Thomas A. Finlay, K.C., member of Dail Eireann for County Dublin, died in Dublin on Tuesday, the 22nd November at the age of thirty-nine. He was educated at Clongowes Wood College and the National University, and was called to the Bar in 1915. He became Senior Counsel in 1930.

MR. J. W. ATKINSON.

Mr. John William Atkinson, solicitor, a partner in the firm of Messrs. Wright & Atkinson, of Keighley, and Messrs. Wright, Atkinson & Burnell, of Bradford, died on Tuesday, the 22nd November, at the age of fifty-four. He was admitted a solicitor in 1902 and was joined by Mr. C. R. Wright the following year. Mr. Atkinson was a member of the Keighley Town Council from 1907 to 1910.

MR. A. H. G. HEELAS.

Mr. Archibald Hay Grant Heelas, solicitor, Clerk to the Stroud Magistrates and a member of the firm of Messrs. Heelas & Sheppard, solicitors, of Stroud, died on Thursday, the 10th November, at the age of sixty-nine. Mr. Heelas was admitted in 1886 and practised on his own account until 1926, when he was joined by Mr. C. J. L. Sheppard. He was appointed Magistrate's Clerk about fourteen years ago and held that office until his death.

MR. G. MORRIS.

Mr. George Morris, solicitor, a partner in the firm of Messrs. G. H. Morgan & Sons, of Shrewsbury, died on Monday, the 14th November, at the age of fifty-nine. He was admitted in 1927 and had been in partnership with Messrs. H. P. & E. E. Morgan since that year.

MR. W. J. F. WASHINGTON.

Mr. William James F. Washington, solicitor, of Preston, died on Tuesday, the 15th November, at the age of forty-six. He was educated at Furness College, Morecambe, and served his articles with Messrs. Fawcett & Unsworth, of Morecambe, being admitted a solicitor in 1916. He served with the Royal Naval Air Squadron during the war, and afterwards started to practise in Preston on his own account.

# Parliamentary News.

## Progress of Bills.

### House of Lords.

Administration of Justice Bill.
Royal Assent. [17th November.
Dunfermline and District Traction Order Confirmation.
Royal Assent. [17th November.
Portsoy Harbour Order Confirmation.
Royal Assent. [17th November.
Renfrew Burgh Order Confirmation.
Royal Assent. [17th November.
Select Vestries Bill.
Read First Time. [22nd November.
Transitional Payments (Determination of Need) Bill.
Royal Assent. [17th November.

### House of Commons.

Outlawries Bill.
Read First Time. [22nd November.

# The Law Society.

INTERMEDIATE EXAMINATION.

The following candidates whose names are in alphabetical order, were successful at the Intermediate Examination, held on the 2nd and 3rd November, 1932. A candidate is not obliged to take both parts of the Examination at the same time.

FIRST CLASS.

Alfred James Aldous, Norman Hetherington Cullen, John Herbert Griffiths, Frederick William Kay, Vincent Adderley McKnight, Edgar Frederick Norman, John William Wright.

PASSED.

Albert Aboudi, Peter Francis Allfree, Richard James Atkey, B.A. Oxon, James Annan Baird, William Gilchrist Bennett, B.Sc. London, Ronald Charles Wilson Blackburn, Kenneth Hiram Bolam, George Leslie Bridger, Rory Murgatroyd Brierley, Donald Abraham Bueno de Mesquita, Geoffrey Hall Clark, Robert John Clayton, B.A. Oxon, Francis Frederick Clough, Sidney Israel Cohen, Cyril Alfred Coleman, Kenneth John Hale Crick, Alan Davison, Joseph Dyet, Rolla Douglas Watts Edwardes-Ker, Henry Arthur Fox, Anthony Victor Griffin, Fenwick Deane Hammond, B.A. Cantab., James George Harding, Mabel Harold, William Henry Holden, Edward William Huddart, Maurice Gwynne Hutchinson, Roy George Huxtable, William Gwynfor James, Charles Derek Fraser Jenkins, Owen Carruthers Jenkins, John Ernest Allen Jones, B.A. Oxon, Ralph Elmore Jones, Robert Pender Kent, Robert Horace Kerrison, Roydon Dickinson Lean, Robin Home McCall, George William Marks, Roger Birley Melland, B.A. Oxon, Laurence Henry Neave Middleton, M.A. Oxon, Ronald George Middleton, Richard Stanley Mudie, Eric Nevill, Wilfred Eric Nowers, Harold Nutter, Norman John Orchard, John Porter, John Kenneth Read, Anthony Charles Graham Rothera, Sidney Samson, William Garfield Scown, Henry Settegast, Alfred Burnett Shindler, Godfrey Higginson Skrine, B.A. Oxon, James Whiting Smith, Robert James Tull Smith, Alan Douglas Stevens, Thomas Frederick Swift, Edmund Trevor Thomas, Alan Ernest Tunbridge, John Ernest Walter Waddington, B.A. Cantab., Raymond Archer Whitley, B.A. Oxon, Alan Walter Stuart Young.

The following candidates have passed the Legal portion only :—

James Alexander Abbott, B.A. Oxon, Edward George Jennings Addenbrooke, B.A. Oxon, William Godfrey Agnew, Hartley William George Annis, Clarence Humphrey Armitage,

B.A. Cantab., Ebenezer Richard Barker, George Cuthbert William Barker, Norman Harry Beach, Arthur Campbell Beevor, B.A. Cantab., Arthur Graham Blunt, B.A. Cantab., Murray Bruce Brash, Alan John Brown, B.A. Cantab., William John Stuart Burrell, B.A. Oxon, Herbert Dickinson Burrough, B.A. Cantab., Andrew Henry Knight Campbell, John Ryder Campbell Carter, Robert Thomas Carver, B.A. Cantab., Henry Davis Cavaghan, B.A. Cantab., Anthony Moseley Channer, Hilda Marie Charbonnier, Leonard William Chetwood, Charles Richard Churchill, Robert Stanley Clark, William Arnold Clarke, Walter Arnold Close, John Douglas Cooke, Edwin Valentine Creak, John Herbert Crotch, George Bernard Day, Robert Joseph Deckers, Charles Grahame Des Forges, Edward Harold Duce, Alan Griffith Eaton, Patrick John Francis Edwards, Donald Lindley Ellis, Arnold Aaron Finer, Frederick Charles Fisher, Edward Fowler, Bertram Arthur Gould Francis, Ronald Maurice Lintine Freedman, Emanuel Garber, Freda Gaukroger, Robert Morgan Gibb, Charles Mandall Hartley Glover, B.A. Oxon, Frederick Luke Glover, Godfrey Armstrong Goldhawk, Michael Christian Graham, B.A. Oxon, Arthur John Green, B.A. Cantab., John Charlesworth Haldane, David John Hallett, Frank Mallalieu Hamer, Geoffrey Harburn, Kenneth Edward William Hatchard, Dorothy Hedges, Craven Goring Hohler, B.A. Cantab., Thomas Cyril Hornby, Harold Arthur Huré, William John Kidston, Agnes Winifred Knight, Herbert William Larkin, Alan Guy Fishwick Leather, Annie Dorothy Litten, B.A. London, Harry Ludlam, Eustace Vernon Mayer, B.A. Oxon, Anthony Lewis Worsfold Mayo, Kenneth Chivington Menneer, David Glyndwr Meredith, B.A. Wales, John Fenwick Moore, Bryan Stanley Moseley, William Bottomley Murgatroyd, Valentine Roy Newbery, B.A. Cantab., Henry Kenneth Newcombe, Gerald Kinder Nice, Denis Bailey Nickson, Paul Douglas Archibald Nickirk, Joan Lily Sylvia O'Connor, Francis Dudley Offer, B.A. Cantab., Cecil Gerard Alexander Paris, Alfred John Parish, John Patrick Gavin Parish, Leonard Kendall Parry, Rex Henry Percy, Harold Radcliffe Philpot, Benjamin James Ernest Hardwicke Piercy, Arthur Russell Posnford, Bernard Oliver Leathes Prior, Claud Malcolm Pritchard, Robin Lutley Pugsley, Roderick Hamilton Purves, John Fairbourne Read, Herbert Malcolm Rix, George Stogdale Robinson, Nathan Rothman, Alexander Russenberger, Edward Hardwicke Sainsbury, William Salthouse, Richard Leslie Sharples, John Henry Sheldon, M.D. London, Hugh William Shillito, Montague Phillip Simpson, B.A. Cantab., Alan Churchill Langford Skerry, Harold Smith, Reginald Henry Don Sparrow, Norman Riley Spencer, Richard William Wykes Stephens, Robert David Bracey Stephenson, Herbert John Charles Sturton, Henry Percy Sympson, Cyril James Thackery, Alan Thomas, John Henwood Thomas, Wynne Simpson Thomas, John Donald Thornley, Edward Noel Hume Townshend, Richard Anthony Conolly Tunnard, Charles Harold Vernon, Philip Victor Wade, Geoffrey Warhurst, Charles William Warren, Percy Kenneth Watkins, John Francis Meryon Watson, Francis Edmund Webster, Charles Weinberg, Vyvyan Bernard Wells, Cyril Charles White, John Everard Whitting, B.A., Cantab., William Michael Wild, B.A. Cantab.

No. of Candidates, 304. Passed, 197.

The following candidates have passed the Trust Accounts and Book-keeping portion only:—

Lawrence Montague Anekstein, Cecil Isidore Angel, Alfred William Anstey, B.A. Cantab., James Reginald Archer, B.A., LL.B.. Cantab., Reginald Francis Archibald, B.A. Oxon, Harold Samuel Arscott, Leslie Henry Baines, B.A. Oxon, Michael Baird, John Watling Balmer, B.A. Oxon, John Marshall Barwick, B.A. Oxon, Stephen Gerald Beaumont, B.A., B.C.L. Oxon, William McKnight Bell, Bernard Berg, B.A. Oxon, Charles Robert Beveridge, B.A. Cantab., Michael Falkner Bevington, Wilfred John Beviss, B.A. Cantab., Claud Bicknell, B.A. Cantab., Norman Garvice Bird, B.A. Oxon, Alexander Joseph Birtwell, Bernard Crompton Bischoff, B.A. Oxon, David Blank, LL.B. Manchester, Abraham Bluestein, Percy Wilfred Theodosius Boughton-Leigh, B.A. Cantab., Douglas Elliott Braithwaite, B.A. Cantab., Humphrey Loftus Brown, B.A. Oxon, Thomas Eric Brown, Michael Robert Bruce, B.A. Oxon, Douglas Heyden Bruton, B.A. Cantab., Maurice James Burn, B.A., LL.B. Cantab., Godfrey Adolphus Burningham, Joseph Frederick Burrell, B.A. Cantab., Frederick Lawrence Byrne, Douglas Patrick Levis Carslaw, James Irvine Caulfield, LL.B. Manchester, Joyce Kathleen Chandler, William Henry Clarke, Reginald John Horby Cleaver, Thomas William Cocks, B.A. Cantab., Albert Cohen, LL.B. Liverpool, Montague Cohen, LL.B. Leeds, Cecil Ellis Coles, B.A. Cantab., Alexander James Bryce Cooper, LL.B. Liverpool, Percy Lewis Cox, Francis Roger Crane, Thomas Edmund Cremer, George Brownell Nathaniel Creswick, B.A. LL.B. Cantab., Frederick Lister Croft, Felix Edmund Crowder, B.A., LL.B. Cantab., Charles William Harold Davenport, Howel Norman Davies, Alfred John Davis, Herbert Bryan Deane, Robert James Dickinson, B.A. Cantab., Thomas Russell Dobell, B.A. Cantab., John Edward Driver, LL.B. Manchester, Gerald Arthur Ealand, Bernard Edwards, Richard Laurence Ekin, B.A. Cantab., Peter Charles Eliot, B.A. Cantab., Samuel Emanuel, George Hugh Cavendish Emmet, David Hubert Raymond Evans, B.A., LL.B. Cantab., Jack Evans, Thomas Samuel Evans, Bryan Grosvenor Evers, Kenneth Fairbrother, William Pope Farnfield, B.A. Cantab., Charles Leonard Fawcett, B.A. Oxon, Laurence Arthur Finklestone, Sydney George Fitness, Harold William Wade Flint, Philip Allcroft Foster, B.A. LL.B. Cantab., Samuel Geoffrey Foster, Mary Alexandra Freeman, LL.B. Manchester, Roderick Paul Agnew Garrett, B.A. Cantab., Stephen Gore, John Harold Gowing, John Norman Grange-Bennett, B.A. Cantab., Albert Edward Charles Graves, LL.B. London, Ralph Briscoe Graves, B.A. Oxon, Brian Fairchild Greig, B.A. Oxon, Clifford Leyland Hagger, Ernest Leslie Halliwell, B.A. Cantab., George Percival Harris, LL.B. Birmingham, John Donald Haslam, B.A. Cantab., Rowland John Hawkins, Robert Chester Haworth, Christian Lee Heneker, B.A. Oxon, Peter Ralph Quixano Henriques, B.A. Oxon, Cuthbert George Heron, Kenneth Piers Hickman, John Michael Clifford Higgs, LL.B. Birmingham, Stephen Paull Jewill Hill, Kenneth Graham Holden, B.A. Cantab., Edward Hooton, B.A., LL.B. Cantab., Oliver Harold Hopgood, B.A. Cantab., Bertram David Jacobs, Anne Menna James, LL.B. Wales, Ithel David Jeremy, LL.B. Wales, Cecil Jobson, David Brunel Martin Jones, B.A. Cantab., Richard Hugh Studley Jones, B.A., B.C.L., Oxon, Thomas Forster Keating, B.A. Cantab., Frederick William Wawman Kempton, B.A. Cantab., Edward Stanislaus Colyer Kendall, Henry Norman Kenward, Arthur Krestin, LL.B. London, Thomas Alfred Last, LL.B. Leeds, Gilbert Lee, LL.B. Birmingham, Sidney Isaac Lewis Lesser, Arthur Littlewood, Thomas Pearson Lund, LL.B. Leeds, Noel Fitzgerald McGrath, Walter Sydney Mason, Harry Francis Elliott Mathews, Crichton Merrill, LL.B. London, John Olwyn Morgan, Wyndham Kessell Morris, B.A. Cantab., Norman Cyril Moses, B.A., B.C.L. Oxon, Edward Robert Nash, B.A., LL.B. Cantab., Denis Ernest O'Bryen, B.A. Cantab., Gershon Paletz, LL.B. London, Reginald Frank Walter Patteson, Christopher George Henry Perks, Jack Arnold Phillips, Samuel Benedict Phillipson, LL.B. Leeds, Algernon Frederick Seton Pollock, William Frank Proudfoot, B.A. Cantab., Thomas Purdy, B.A. Cantab., Frank Stewart Purfield, Joseph Tweddle Race, B.A. Oxon, Archibald William Ramsbottom, B.A. Oxon, Ernest Rawlinson B.A. Oxon, Bernard Ray, Philip Rayson Redpath, Leslie Swift Rigby, Edward Lionel Reussner Rix, B.A. Cantab., Derek Mills Roberts, B.A. Oxon, Norman Frank Rosier, George Hansel Sykes Routledge, LL.B. Liverpool, Nigel Ryland, B.A. Cantab., Henry Peter Ryland, Frederick Hugh Samuel, Wilfrid James Sandars, Roger Charles Friend Serpell, B.A. Oxon, Hyman Shanovitch, LL.B. London, Gordon Sheldon, Adam John Shirren, William Bruce George Carnarvon Slayter, Walter Mervyn Wadham Smith, Frank Leslie Sneed, B.A. Durham, Frank Bertram Stableford, Henry John Edward Stannard, Desmond Harold Maxwell Stimson, George Stone, LL.B. London, Conyers Alfred Surtees, B.A. Oxon, Harold Sutcliffe, B.A. Cantab., Donald Ogden Swift, LL.B. Sheffield, Geoffrey Gordon Taylor, David Myrddin Thomas, Charles Vivian Thornley, B.A. Cantab., Norman Reeve Tillett, B.A., LL.B. Cantab., Frederick William Towns, LL.B. Manchester, Gerald William Turnbull, B.A. Cantab., Joseph Turner, LL.B. Liverpool, Henry Louis Underwood, B.A. Cantab., Stanley Ralph Vincent, B.A., LL.B. Cantab., Michael Hartshorn Waite, John Studley Prest Walker, Walter Henry Walker, William Edmund Tillotson Walsh, Kenneth Percy Webster, B.A., LL.B. Cantab., Claude Percy Wells, Clifford Hallifax Wells, Charles Fisher Williams, B.A. Oxon, John Julian Glover Wilson, B.A., LL.B. Cantab., Swinburn James Wilson, Edward Shirley Blennerhassett Woolmer, B.A. Oxon, Edwin Walker Wright, Patrick Wynter-Blyth, B.A., LL.B. Cantab., John Lermitte Yeldham, B.A. Oxon.

No. of candidates, 400. Passed 251.

## TRANSFER TO NEW PROCEDURE LIST.

A plaintiff, who had issued a writ in the Ordinary List, applied to Mr. Justice Macnaghten, on Friday, the 18th November, to transfer the action to the New Procedure List. The application was opposed, and Mr. Justice Macnaghten said that, in the absence of a rule authorising such a transfer, he thought that he had no jurisdiction to make such an order, but apart from that, he would have refused that particular application, as he did not consider the action a suitable one for the New Procedure.

# Societies.

## Inns of Court.

### CALLS TO THE BAR.

Thursday, the 17th November, was Call Night at the Inns of Court. The following were called :—

LINCOLN'S INN.

M. F. O. Swan, B.A. Oxon, C. C. Khoo, S. F. Ahmad, B.A. Dublin, B. A. Aligarh, M. A. Allahabad, C. F. C. Luxmoore, B.A. Cantab., I. S. Macdonald, B.A. Cantab., V. C. Ramachandran, B.Sc. Lond, B.A. Madras, M. Nasarullah, Lond, Univ, Madras Univ., B.A., C. B. Sanders, Lond. Univ., D. M. Saha-Ray, B.Sc. Calcutta, J. S. James, B.A. Cantab., H. N. Chaudhuri, B.A. Cantab., J. A. Brightman, B.A. Cantab., M. N. Banerji, Lond. Univ., B.A. Calcutta, A. C. Mitra, B.A. Calcutta Univ., M. L. Shah, B.A. Bombay, Alice G. Morrice, H. E. Chapman.

INNER TEMPLE.

K. V. Gopalaswamy, Ball. Coll. Oxf., B.A., C. D. Aarvold, Emmanuel Coll., Camb., B.A., B. H. Bird, Christ's Coll., Camb., M.A., J. S. Adoo, Lond. Univ., K. P. C. Menon, T. G. Roche, Wadham Coll., Oxf., B.A., Sir H. W. Hulse, Ch. Ch., Oxf., B.A., L. C. Horwill, Lond. Univ., B.Sc., I.C.S., A. J. M. Harris, Ch. Ch., Oxf., B.A., G. F. Leslie, King's Coll., Camb., B.A., D. Hamwee, St. John's Coll., Oxf., B.A., and Victoria Univ. of Manch., B.A., Miss E. I. Froggatt, Sheffield Univ., LL.M., O. S. MacLeay, Magd. Coll., Oxf., T. N. C. Burrough, St. John's Coll., Oxf., B.A., T. K. Hin, J. R. C. Colchester, St. John's Coll., Camb., B.A., W. R. B. Lee, Peterhouse, Camb., B.A., W. A. Sime, Ball. Coll., Oxf., B.A., D. B. Pugh, St. John's Coll., Oxf., B.A., J. M. Fowler-Seaverns, Magd. Coll., Camb., B.A., J. A. Thivy, Lond. Univ., A. B. Mohamed, E. E. Addis, Lieut-Com. R.N. (Retd.), W. Darwin, Sidney Sussex Coll., Camb., D. H. Murphy, D. G. Hemmant, Birm. Univ., B.Sc.

MIDDLE TEMPLE.

R. J. Hearn, M.A., M.D., Jesus Coll., Camb., the Hon. F. P. R. Howard, B.A., Trin. Coll., Camb., F. Harvey, M.R.C.S., L.R.C.P., L.M.S.S.A., D.Ph. (Lond.), Lieut-Col. (Retd.) R.A.M.C., S. Shunmugam, G. W. Brown, B.A., Magd. Coll., Oxf., K. Khong, H. E. B. Newell, Univ. Coll., Oxf., P. F. de Souza, G. Wills, B.A., Trin. Coll., Camb., W. T. Wells, Ball. Coll., Oxf., A. G. de Montmorency, B.A., LL.B., Peterhouse, Camb., Harmsworth Law Scholar, S. S. Gore, B.A., Bombay Univ., Y. Memeskul, J. H. H. Williams, M.D., Edin. Univ., C. C. Santisiri, S. Drucquer, B.A., Trin. Coll., Camb., J. E. Moses, B.A., B.L., Rangoon Univ., J. L. S. Hale, B.A., Ball. Coll., Oxf., Harmsworth Law Scholar, E. F. Briscoe, B.A., B.Sc., Trin. Coll. Oxf., C. J. B. H. Nalder, B.A., Magd. Coll., Oxf., D. K. Ghosh, B.Sc., Calcutta Univ., H. L. Soni, B.A., Punjab Univ., M. A. Anwar, B.Sc., Punjab Univ., T. Talukdar, Ursula B. C. Newell, N. F. Stogdon, B.A., B.C.L., B.N.C., Oxf., G. Achilles, A. N. Mitra, M.A., B.L., Calcutta Univ., E. Ayon, LL.B. Lond. Univ., Flora H. M. Calder, M.A., M.D., Ch.B., Edin. Univ., D.P.M., Royal Coll. of Physicians, Eng., Prince L. Lieven, B.A., St. Edmund Hall, Oxf.

GRAY'S INN.

D. H. Kitchin, J. J. C. Murphy, National Univ. of Ireland, I.C.S., T. W. Jennings, B.Com.Lond., G. M. Williams, London Univ., C. J. Campion, B.A., Magd. Coll., Oxf., M. E. Reed, B.A., Emmanuel Coll., Camb., Marie M. Delage, B.C.L. (Non. Coll.) Oxf., B.C.L., Univ. of Paris, M. S. Levison, M.A. Glasgow, J. P. Harrison, Exeter Coll., Oxf., F. C. Robb, J. L. M. Fernando, B.A., St. Cath., Oxf., Mary R. Tabor, B.A., Newnham Coll., Camb., D. G. Hutton, B.Sc. (Econ.) Lond, J. G. Campbell, LL.B. Lond, G. F. I. Sunderland, H. C. Richards Prizeman, Gray's Inn, 1930.

## Lincoln's Inn.

### GRAND DAY.

PRINCE GEORGE MADE A BENCHER.

Last Tuesday night at Lincoln's Inn, immediately before the Grand Day dinner of Michaelmas Term, His Royal Highness Prince George was called to the Bar and published as a Bencher of the Society by the Treasurer (Lord Blanesburgh).

The guests entertained by the Treasurer and Masters of the Bench were :—

The Lord Chancellor, the Netherland Minister, the Marquess of Crewe, Earl Winterton, M.P., Viscount Burnham, Viscount FitzAlan of Derwent, Viscount Sumner, Lord Northbourne, Lord Queenborough, Lord Bradbury, the Master of the Rolls, Lord Moynihan, Mr. T. Nelson Perkins, Jonkheer W. M. de Brauw, Sir George Murray, Sir Henry Betterton, M.P., Sir Sidney Rowlatt, General The Hon. Sir Herbert Lawrence, the Dean of St. Paul's, the Master of Trinity College, Cambridge (Sir J. J. Thomson), Sir Robert Garnan, the Rev. Dr. Scott Lidgett, Sir Edwin Lutyens, Father C. C. Martindale, S.J., Sir Owen Seaman, Sir Rai P. Shadi Lal, Sir Shah Muhammad Sulaiman, Sir Frederick Leith-Ross, Sir David Murray, R.A., the Warden of Wadham College, Oxford (Mr. John Frederick Stenning), the Chairman of the British Medical Council (Sir Norman Walker), Mr. John Buchan, M.P., Colonel Butler, the Prime Warden of the Goldsmiths' Company (Mr. J. H. Whitehorn), Major Humphrey Butler (Equerry to Prince George), The Ven. V. F. Storr (Preacher to the Honourable Society), and Mr. R. P. P. Rowe (Under-Treasurer).

The Benchers present on the occasion, in addition to Prince George and the Treasurer, were :—

Sir Alfred Hopkinson, K.C., Lord Warrington of Clyffe, Mr. Justice Eve, Lord Justice Lawrence, Lord Danesfort, K.C., Mr. Jenkins, K.C., Sir Thomas Hughes, K.C., Mr. Micklem, K.C., Sir Frederick Pollock, K.C., Lord Justice Romer, Viscount Buckmaster, Sir Felix Cassel, K.C., Mr. Stanley M. Bruce, Mr. Lewis Thomas, K.C., Mr. Pember, Lord Russell of Killowen, Sir Rowland Whitehead, K.C., Mr. Justice Clauson, Mr. Justice Macnaghten, Sir Dinshah Mulla, Mr. Errington, Mr. Theobald Mathew, Sir Arthur Colefax, K.C., Sir Arthur Underhill, Sir James Greig, K.C., Lord Tomlin, Mr. Vaughan Williams, K.C., Sir Herbert Cunliffe, K.C., Mr. Cyril Atkinson, K.C., M.P., Viscount Hailsham, Sir Malcolm McIlwraith, K.C., Sir George Lowndes, Judge Thompson, K.C., Mr. Galbraith, K.C., M.P., Mr. Justice Luxmoore, Mr. Adams, Judge Kennedy, K.C., Mr. Barrington-Ward, K.C., Mr. Manning, K.C., Sir William Holdsworth, K.C., Mr. Preston, K.C., Sir Gerald Hurst, K.C., M.P., Sir Percival Clarke, Mr. Jeeves, K.C., Mr. Tyldesley Jones, K.C., His Honour Hugh Sturges, K.C., Mr. Latter, K.C., Mr. Topham, K.C., Judge Reeve, K.C., Mr. Stafford Crossman, Mr. Wilfrid Hunt, Mr. Eastham, K.C., Mr. Stamp, Mr. Ellis, Mr. Justice Bennett, Mr. Gavin Simonds, K.C., Mr. Vaisey, K.C., Mr. Methold, Mr. Hodge, Mr. Greenland, Sir Chartres Biron, Mr. Morton, K.C., and Mr. A. E. Russell.

## The Union Society of London.

A meeting of the Society was held at 8.15 p.m. in the Middle Temple Common Room on Wednesday, 23rd November. The President (Mr. Alexander Ross) was in the chair, and there were eighteen members and visitors present. Mr. David Lyttleton proposed "That corporal punishment is useless to restrain crimes of violence." Mr. L. T. S. King opposed. There spoke in favour of the motion Mr. S. J. Thorne, Mr. D. F. Brundrit, and against Mr. Geoffrey Beaumont, the Hon. Secretary, Mr. Henry Everett, Mr. J. F. Mountain, Mr. Kenneth Ingram, Capt. Ellershaw and Mr. Hurle Hobbs. The hon. proposer having exercised his right of reply, the House divided, and the motion was lost by a large majority.

The subject for debate on Wednesday, 30th November, will be "That the Lytton Report offers a solution of the Manchurian problem."

## Solicitors' Managing Clerks' Association.

ANNUAL DINNER.

The annual festival dinner of the Solicitors' Managing Clerks' Association will be held at the Wharncliffe Rooms, Hotel Great Central, on Thursday, the 1st December.

LECTURE.

A lecture has been arranged by the Solicitors' Managing Clerks' Association for Friday, the 2nd December, in the Middle Temple Hall, when Mr. W. N. Stable will deliver a lecture on "Some Problems on the Deeds of Arrangement Act." The chair will be taken at seven o'clock precisely by The Hon. Mr. Justice Luxmoore.

## The Hardwicke Society.

An ordinary meeting of the Society was held in the Middle Temple Common Room, on Friday, 18th November. The President, Mr. Vyvyan Adams, M.P., took the chair at 8.20 p.m. In public business Mr. G. Corderoy moved : "That Nations ought to disarm and the League ought to arm." Mr. Villiers David opposed.

There spoke to the motion Mr. Stride (Hon. Sec.), Mr. Walter Stewart, Mr. Lyttleton, Miss Willis, Mr. Hare, Mr. Petrie, Mr. Sturge, Mr. Wagstaff, Mr. F. Howard, Mr. E. Howard and the Hon. Proposer in reply.

On a division the motion was lost by three votes.

## Middle Temple.

GRAND DAY.

Friday, 18th November, being the Grand Day of Michaelmas Term, at Middle Temple, the Treasurer (Mr. Leslie de Gruyther, K.C.) and the Masters of the Bench entertained at dinner the following guests:—

The Belgian Ambassador, the Swiss Minister, Lord Jessel, Lord Lloyd, Lord Wright, Mr. Montagu Norman, Lord Justice Romer, the Hon. Sir Trevor Bigham, Sir George Sutton, Field-Marshal Sir Claud Jacob, Sir Claud Schuster, Sir Robert Vansittart, Sir Murdoch MacDonald, M.P., Sir James Purves-Stewart, the Vice-Chancellor of Oxford University (The Rev. F. J. Lys), the Vice-Chancellor of London University, The Rev. Dr. C. A. Allington, Mr. F. Cadogan Cowper, the Reader (The Rev. J. F. Clayton) and the Under-Treasurer (Mr. T. F. Hewlett).

The Masters of the Bench present, in addition to the Treasurer, were:—

Sir R. A. McCall, K.C., Judge Ruegg, K.C., Sir Ellis Hume-Williams, K.C., Mr. Aspinall, K.C., Mr. Justice Horridge, Sir Alfred Tobin, K.C., Mr. Edward Shortt, K.C., Mr. Holman Gregory, K.C., Sir Lynden Macassey, K.C., Mr. Hart, K.C., Mr. Henn-Collins, K.C., Mr. Gover, K.C., Mr. Williamson, Judge Dumas, Judge Whiteley, K.C., Mr. Scholefield, K.C., Mr. Craig Henderson, K.C., Sir Edward Tindal Atkinson, Mr. Ian Macpherson, K.C., Mr. Bowen Davies, K.C., Mr. Paterson, Sir Henry Foster MacGeagh, K.C., and Mr. Lilley.

# Legal Notes and News.

## Honours and Appointments.

The Board of Trade have appointed Mr. JOHN STANLEY SNOWBALL to be Official Receiver for the Bankruptcy District of the County Court, holden at Scarborough, as from the 1st January, 1933, in the place of Mr. Donald Sween Mackay, who has resigned from his post as Official Receiver at Scarborough. Mr. Mackay will continue to act as Official Receiver for the Bankruptcy Districts of the County Courts holden at York and Harrogate.

Mr. CHARLES GRANVILLE CLUTTERBUCK, solicitor, of Gloucester, has been appointed Under-Sheriff for that city by the City High Sheriff, Mr. Charles Herbert Fox. Mr. Clutterbuck was admitted in 1893, and is Clerk to the Gloucester City Assessment Committee.

## Professional Announcements.

**(2s. per line.)**

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

THE AUCTIONEERS' AND ESTATE AGENTS' INSTITUTE.

A sessional evening meeting of the members of this Institute will be held at 29, Lincoln's Inn Fields, W.C.2, on Thursday, 1st December, at 7 p.m., when Mr. W. T. Creswell, A.S.I., L.M.T.P.I. (Barrister-at-Law), will deliver a paper entitled "The Compensation Aspect of the Town and Country Planning Act, 1932."

# Court Papers.

## Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

| DATE. | EMERGENCY ROTA. | APPEAL COURT No. 1. | GROUP I. MR. JUSTICE EVE. Non-Witness | GROUP I. MR. JUSTICE MAUGHAM. Witness Part II |
|---|---|---|---|---|
| M'nd'y Nov. 28 | Mr. Jones* | Mr. More | Mr. Blaker | Mr.*Jones |
| Tuesday .. 29 | Ritchie | Hicks Beach | Jones | Hicks Beach |
| Wednesday 30 | Blaker | Andrews | Hicks Beach | *Blaker |
| Th's'y Dec. 1 | More | Jones | Blaker | Jones |
| Friday .... 2 | Hicks Beach | Ritchie | Jones | *Hicks Beach |
| Saturday .. 3 | Andrews | Blaker | Hicks Beach | Blaker |

| DATE. | GROUP I. MR. JUSTICE BENNETT. Witness Part I. | MR. JUSTICE CLAUSON. Witness Part II. | GROUP II. MR. JUSTICE LUXMOORE. Witness Part I. | MR. JUSTICE FARWELL. Non-Witness. |
|---|---|---|---|---|
| M'nd'y Nov. 28 | Mr.*Hicks Beach | Mr. More | Mr.*Ritchie | Mr. Andrews |
| Tuesday .. 29 | *Blaker | *Ritchie | *Andrews | More |
| Wednesday 30 | *Jones | Andrews | *More | Ritchie |
| Th's'y Dec. 1 | *Hicks Beach | *More | Ritchie | Andrews |
| Friday .... 2 | Blaker | Ritchie | *Andrews | More |
| Saturday .. 3 | Jones | Andrews | More | Ritchie |

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

# Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 8th December, 1932.

| | Middle Price 23 Nov. 1932. | Flat Interest Yield. | †Approximate Yield with redemption |
|---|---|---|---|
| **English Government Securities.** | | £ s. d. | £ s. d. |
| Consols 4% 1957 or after | 106½ | 3 15 1 | 3 11 10 |
| Consols 2½% | 74 | 3 7 7 | — |
| War Loan 5% Assented 1952 or after | 97½ | 3 11 10 | — |
| **War Loan 4½% 1925-45 | 99⅞ | — | — |
| Funding 4% Loan 1960-90 | 106½ | 3 15 1 | 3 12 4 |
| Victory 4% Loan (Available for Estate Duty at par) Average life 31 years | 106½ | 3 15 1 | 3 12 11 |
| Conversion 5% Loan 1944-64 | 114 | 4 7 9 | 3 9 0 |
| Conversion 4½% Loan 1940-44 | 109⅓ | 4 2 2 | 3 1 2 |
| Conversion 3½% Loan 1961 or after | 98 | 3 11 5 | — |
| Local Loans 3% Stock 1912 or after | 86½ | 3 9 4 | — |
| Bank Stock | 322 | 3 14 6 | — |
| India 4½% 1950-55 | 104½ | 4 6 1 | 4 2 6 |
| India 3½% 1931 or after | 84½ | 4 2 10 | — |
| India 3% 1948 or after | 73½ | 4 1 8 | — |
| Sudan 4½% 1939-73 | 107 | 4 4 1 | 3 3 10 |
| Sudan 4% 1974 Redeemable in part after 1950 | 107 | 3 14 9 | 3 9 6 |
| Transvaal Government 3% Guaranteed 1923-53 Average life 13 years | 100 | 3 0 0 | 3 0 0 |
| **Colonial Securities.** | | | |
| *Canada 3% 1938 | 101 | 2 19 5 | 2 15 11 |
| *Cape of Good Hope 4% 1916-36 | 102 | 3 18 5 | — |
| *Cape of Good Hope 3½% 1929-49 | 100 | 3 10 0 | 3 10 0 |
| Ceylon 5% 1960-70 | 117 | 4 5 6 | 3 19 4 |
| *Commonwealth of Australia 5% 1945-75 | 103 | 4 17 1 | 4 13 9 |
| Gold Coast 4½% 1956 | 107 | 4 4 1 | 4 0 6 |
| *Jamaica 4½% 1941-71 | 104 | 4 6 6 | 3 18 10 |
| *Natal 4% 1937 | 102 | 3 18 5 | 3 10 2 |
| *New South Wales 4½% 1935-45 | 100 | 4 10 0 | 4 10 0 |
| *New South Wales 5% 1945-65 | 101 | 4 19 0 | 4 17 10 |
| *New Zealand 4½% 1945 | 104 | 4 6 6 | 4 1 6 |
| *New Zealand 5% 1946 | 107 | 4 13 5 | 4 5 9 |
| Nigeria 5% 1950-60 | 112 | 4 9 3 | 4 0 2 |
| *Queensland 5% 1940-60 | 100 | 5 0 0 | 5 0 0 |
| *South Africa 5% 1945-75 | 110 | 4 10 11 | 4 0 0 |
| *South Australia 5% 1945-75 | 103 | 4 17 1 | 4 13 9 |
| *Tasmania 5% 1945-75 | 103 | 4 17 1 | 4 13 9 |
| *Victoria 5% 1945-75 | 103 | 4 17 1 | 4 13 9 |
| *West Australia 5% 1945-75 | 103 | 4 17 1 | 4 13 9 |
| **Corporation Stocks.** | | | |
| Birmingham 3% 1947 or after | 86½ | 3 9 4 | — |
| *Birmingham 5% 1946-56 | 113 | 4 8 6 | 3 15 8 |
| *Cardiff 5% 1945-65 | 110 | 4 10 11 | 4 0 0 |
| Croydon 3% 1940-60 | 93 | 3 4 6 | 3 8 0 |
| *Hastings 5% 1947-67 | 112 | 4 9 3 | 3 17 6 |
| Hull 3½% 1925-55 | 97½ | 3 11 10 | 3 13 4 |
| Liverpool 3½% Redeemable by agreement with holders or by purchase | 97½ | 3 11 10 | — |
| London County 2½% Consolidated Stock after 1920 at option of Corporation | 73 | 3 8 6 | — |
| London County 3% Consolidated Stock after 1920 at option of Corporation | 85 | 3 10 7 | — |
| Manchester 3% 1941 or after | 84½ | 3 11 0 | — |
| Metropolitan Water Board 3% "A" 1963-2003 | 87 | 3 9 0 | 3 10 0 |
| Do. do. 3% "B" 1934-2003 | 88 | 3 8 2 | 3 9 1 |
| *Middlesex C.C. 3½% 1927-47 | 99 | 3 10 8 | 3 11 10 |
| Do. do. 4½% 1950-70 | 109½ | 4 2 2 | 3 15 3 |
| Nottingham 3% Irredeemable | 83 | 3 12 3 | — |
| *Stockton 5% 1946-66 | 111½ | 4 9 8 | 3 18 5 |
| **English Railway Prior Charges.** | | | |
| Gt. Western Rly. 4% Debenture | 98½ | 4 1 3 | — |
| Gt. Western Rly. 5% Rent Charge | 113 | 4 8 6 | — |
| Gt. Western Rly. 5% Preference | 72½ | 6 18 0 | — |
| L. Mid. & Scot. Rly. 4% Debenture | 89⅝ | 4 9 5 | — |
| L. Mid. & Scot. Rly. 4% Guaranteed | 75½ | 5 6 0 | — |
| Southern Rly. 4% Debenture | 95½ | 4 3 9 | — |
| Southern Rly. 5% Guaranteed | 101½ | 4 18 6 | — |
| Southern Rly. 5% Preference | 66½ | 7 10 4 | — |
| ‡L. & N.E. Rly. 4% Debenture | 80½ | 4 19 5 | — |
| ‡L. & N.E. Rlv. 4% 1st Guaranteed | 61½ | 6 10 1 | — |

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.

‡These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Company's Ordinary Stocks for the past year.

**To be repaid at par on 1st December, 1932.

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**65 ROSSLYN HILL, HAMPSTEAD, N.W.3.**

*Patrons:* Their Majesties The King and Queen.
*Chairman:*
Field-Marshal Sir Claud Jacob, G.C.B., G.C.S.I., K.C.M.G.

Founded 1855.

LAST JOINED

**For the Maintenance, Clothing and Education of Daughters of Soldiers, whether Orphans or not.**

The children are trained for Domestic Service and in special cases for Trades. Admission between the ages of six and eleven years, by approval of the Committee. Age of departure, seventeen, when a situation is guaranteed to them and they are supplied with an outfit.

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Founded in 1725 by Thomas Guy, a Bookseller and Publisher in the City of London. Incorporated and Governed by Acts of Parliament 11th George I, ch. xii, and 61st Victoria, ch. vi, as "The President and Governors of the Hospital founded at the sole costs and charges of Thomas Guy, Esquire."

**NUMBER of BEDS and COTS, 648**
**(Including 31 Cubicles for Paying Patients.)**

Over and above the income from its endowments, the Hospital is dependent upon support from other sources for general purposes to the extent of over

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**Form of Bequest of a Legacy.**

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*Secretary*—J. Courtney Buchanan, C.B.E.


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BAILEY.—The Kin of ELIZA MARY BAILEY, Widow, late of 60, Stanley-road, Bowes Park, Southgate, Middlesex, who died at Edmonton, Middlesex aforesaid, on 20th March, 1932, are requested to APPLY to the Treasury Solicitor (B.V.), Storey's Gate, London, S.W.1. (Estate about £600.)

BOLTON.—Will Mrs. ISABELLA BOLTON, nee CLAY, who married Dr. John Henry Douglas Bolton, of Mauritius, in 1900, or anyone knowing or having information leading to her present whereabouts please communicate with Griffith & Son, of 3, New-square, Lincoln's Inn, W.C.2?

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Dinner lift. Electric power.

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KENSINGTON.—PALACE-PLACE-MANSIONS. Gross rents £3,055 p.a.

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